

March 17, 1982

Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 13599 Filed 1425

MAR 19 1982 11 45 AM

INTERSTATE COMMERCE COMMISSION

Dear Secretary:

Enclosed are an original and two copies of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code:

This document is a Credit and Security Agreement, a primary document, dated as of March 17, 1982.

The names and addresses of the parties to the document are as follows:

The Borrower is:

Irvin Feld and Kenneth Feld Productions, Inc.
3201 New Mexico Avenue, N.W.
Washington, D.C. 20016

Other Debtors Are:

Ringling Bros.-Barnum & Bailey Combined Shows, Inc.
3201 New Mexico Avenue, N.W.
Washington, D.C. 20016

Ice Follies and Holiday on Ice, Inc.
3201 New Mexico Avenue, N.W.
Washington, D.C. 20016

* Sells-Floto, Inc.
3201 New Mexico Avenue, N.W.
Washington, D.C. 20016

Shirley Feld
2801 New Mexico Avenue, N.W.
Washington, D.C. 20016

* Irvin Feld
2801 New Mexico Avenue, N.W.
Washington, D.C. 20016

Agatha L. Mergenovich
—
C.

- * Kenneth J. Feld
9112 Falls Bridge Land
Potomac, MD 20854
- * Bonnie Feld
9112 Falls Bridge Lane
Potomac, MD 20854
- * Allen J. Bloom
9901 Meridan Road
Potomac, MD 20854
- * Susan Bloom
9901 Meridan Road
Potomac, MD 20854
- * Charles F. Smith
312 Ayito Street, S.E.
Vienna, VA 22180
- * Jerome S. Sowalsky
5706 Durbin Road
Bethesda, MD 20034
- * Patti L. Sowalsky
5706 Durbin Road
Bethesda, MD 20034
- * Arnold I. Bramow
3297-A Sutton Place, N.W.
Washington, D.C. 20016

The Lender is:

Wells Fargo Bank, N.A.
420 Montgomery Street
San Francisco, CA 94104

Included in the property covered by the Credit and Security Agreement is equipment, described in Attachment A, intended for use related to interstate commerce, or interests therein, owned by Ringling Bros.-Barnum & Bailey Combined Shows, Inc. as of the date of said Credit and Security Agreement or thereafter acquired by it or its successors.

* These debtors are also guarantors.

In addition to the Credit and Security Agreement, a fee of \$50.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Jerome S. Sowalsky, Esq., Secretary
Ringling Bros.-Barnum & Bailey Combined Shows, Inc.
3201 New Mexico Avenue, N.W.
Washington, D.C. 20016

A short summary of the document which is to appear in the index follows:

Credit and Security Agreement among Irvin Feld and Kenneth Feld Productions, Inc., Ringling Bros.-Barnum & Bailey Combined Shows, Inc., Ice Follies and Holiday on Ice, Inc., Sells-Floto, Inc., Shirley Feld, Irvin Feld, Kenneth J. Feld, Bonnie Feld, Allen J. Bloom, Susan Bloom, Charles F. Smith, Jerome S. Sowalsky, Patti L. Sowalsky, Arnold I. Bramow and Wells Fargo Bank, N.A., dated as of March 17, 1982 and covering approximately 101 cars, consisting of approximately 54 coach cars, 3 shop cars, 2 storage cars, 10 stock cars, 19 flat cars, 3 bilevel cars, 1 storage/coach car, 1 pie/coach/office car, 1 pie/coach/generator car, 3 generator/coach cars and 4 tunnel cars.

Very truly yours,

RINGLING BROS.-BARNUM & BAILEY
COMBINED SHOWS, INC.

BY Jerome S. Sowalsky
Jerome S. Sowalsky, Esq.
Vice President and Secretary

TRAIN INVENTORY

ATTACHMENT A

CENTER ROAD, VENICE

<u>Car#</u>	
602	Coach
604	Coach
606	Coach
864	Coach - Southern car Amtrak 5299
25	Shop
754	Shop
759	Shop
2069	Storage
135	Train Parts Storage
78	Old Blue Coach

PALMETTO, FLORIDA

<u>Car#</u>	
157	Hickory Creek Coac'
140	Coach
50	Coach
141	Coach
152	Coach
149	Coach
142	Coach
22	Flat
223	Bilevel
127	Tunnel
128	Tunnel

BLUE SHOW

<u>Car#</u>	
130	Stock Car
131	Stock Car
132	Stock Car
133	Stock Car
134	Stock Car
75	Storage/coach
76	Coach
78	Coach
79	Coach
80	Coach
81	Pie Car/Office/Generator (2)
82	Coach
83	Coach
84	Coach
85	Coach
86	Coach
87	Coach
88	Coach
89	Coach
90	Coach
91	Coach

<u>Car#</u>	
92	Coach
93	Coach
94	Coach/generator (2)
95	Coach
96	Coach
97	Coach
98	Coach
100	Coach
101	Flat
102	Flat
103	Flat
104	Flat
105	Flat
106	Flat
107	Flat
108	Flat
109	Flat
110	Flat
129	Bilevel

RED SHOW

<u>Car#</u>		<u>Car#</u>	
30	Stock	51	Coach
31	Stock	52	Coach
32	Stock	53	Coach
33	Stock	54	Coach
34	Stock	55	Coach/Generator
40	Coach	56	Coach
41	Coach	57	Coach
42	Coach	58	Coach
43	Coach	59	Coach
44	Coach	60	Coach
45	Pie Car/Coach/Office	505	Coach
46	Generator/Coach	38	Coach
47	Coach	39	Coach
48	Coach	19	Flat
49	Coach	20	Flat
50	Coach	21	Flat

<u>Car#</u>	
22	Flat
23	Flat
24	Flat
25	Flat
26	Tunnel Car
27	Tunnel Car
28	Flat
39	Bilevel

Interstate Commerce Commission

Washington, D.C. 20423

3/19/82

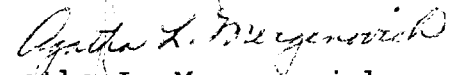
OFFICE OF THE SECRETARY

**Jerome S. Sowalsky, Esq. Sec.
Ringling Bros-Barnum & Bailey
Combined Shows, Inc.
3201 New Mexico Avenue, N.W.
Washington, D.C. 10016**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **3/19/82** at **11:45am**, and assigned re-recording number(s). **13599**

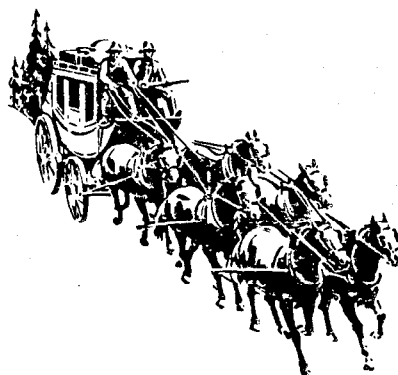
Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

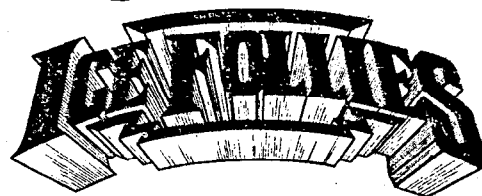
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Credit and Security Agreement
Irvin Feld and Kenneth Feld Productions, Inc.
and
Wells Fargo Bank, N.A.



13599
RECORDATION NO. Filed 1425
MAR 19 1982 - 11 45 AM
INTERSTATE COMMERCE COMMISSION

Wednesday, March 17, 1982



Counsel
For the Bank - Miltank, Tweed, Hadley & McCloy
For the Borrower - Reavis & McGrath
Jerome J. Nowalsky

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CREDIT AND SECURITY AGREEMENT dated as of March 17, 1982 among IRVIN FELD AND KENNETH FELD PRODUCTIONS, INC., a Delaware corporation (herein sometimes called the "Borrower"), the other Debtors who become parties hereto as hereinafter provided, and WELLS FARGO BANK, N.A. (herein called the "Bank").

The Borrower will purchase all of the outstanding capital stock of Ringling Bros.-Barnum & Bailey Combined Shows, Inc., a Delaware corporation (herein sometimes called "Ringling"), pursuant to the Purchase Agreement referred to below. The Borrower proposes to operate its business and the business of Ringling and its subsidiaries as an integrated group. Such operations require financing on such a basis that credit supplied to the Borrower can be made available from time to time to Ringling and its subsidiaries for the benefit of the Borrower, Ringling and its subsidiaries. The Borrower and the other Debtors have requested the Bank to extend credit to the Borrower, under the separate guarantees of the Guarantors referred to below pursuant to the Guaranty Agreements referred to below and in reliance upon the collateral security furnished by the Debtors referred to below, which credit, together with capital provided by the Borrower, will enable the Borrower to acquire said capital stock of Ringling and provide

working capital to finance the successful continued operations of the Borrower and its subsidiaries as a whole. Each of the Debtors can be expected to derive substantial benefit, directly or indirectly, from such credit.

The Bank is prepared to extend credit as requested by the Borrower and the other Debtors, on the terms hereof, and, accordingly, the parties agree as follows:

§1. CERTAIN DEFINITIONS. As used herein:

"Assigned Contracts" means collectively the Existing Assigned Contracts and all other contracts or other agreements from time to time constituting part of the Collateral covered by §10(I) hereof (or monies and revenues under which are covered by clause (ii) of said Section).

"Business day" means a day other than a Saturday, Sunday or legal holiday in the State of California.

"Capitalized Lease Obligations" means any and all lease obligations that, in accordance with generally accepted accounting principles, are required to be capitalized on the books of the lessee.

"Collateral" has the meaning specified in §10(I) hereof.

"Commitment" has the meaning specified in §3 hereof.

"Commitment Termination Date" means the earlier of March 15, 1990 or the date as of which the Borrower has

elected to terminate the Commitment in whole as provided in the last paragraph of §3 hereof.

"Consolidated Indebtedness" means the Indebtedness of the Borrower and its Subsidiaries, all consolidated in accordance with generally accepted accounting principles.

"Debtors" means collectively the Borrower, Ringling, Ice Shows, Shirley Feld and the Guarantors.

"Default" means an Event of Default or an event which with notice or lapse of time or both specified in §11 hereof would become an Event of Default.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time including (unless the context otherwise requires) any rules and regulations promulgated thereunder.

"Event of Default" has the meaning specified in §11 hereof.

"Existing Assigned Contracts" means the contracts and other agreements listed or otherwise described in Schedule 1 hereto.

"Guarantors" means Irvin Feld, Kenneth J. Feld, Bonnie Feld, Allen J. Bloom, Susan Bloom, Charles F. Smith, Jerome S. Sowalsky, Patti L. Sowalsky, Arnold I. Bramow and Sells-Floto.

"Guaranty Agreements" has the meaning specified in §8.A(1) hereof.

"Ice Shows" means Ice Follies and Holiday on Ice, Inc., a Delaware corporation and a wholly-owned subsidiary of Ringling as of the date of this Agreement.

"Indebtedness" means Capitalized Lease Obligations and all obligations which in accordance with generally accepted accounting principles should be classified as liabilities upon a balance sheet, and in any event shall include all debt and other similar monetary obligations (other than deferred taxes), whether direct or directly or indirectly guaranteed.

"Leases" means (i) the lease agreement dated as of January 1, 1960 between the City of Venice, as lessor, and Ringling, as lessee, with respect to Ringling's winter facilities located in Sarasota County, Florida and (ii) the lease agreement dated as of November 1, 1979 between 3201 Associates (a general partnership organized under the laws of the District of Columbia), as lessor, and Ringling, as lessee, with respect to office space in the premises known as 3201 New Mexico Avenue N.W., Washington, D.C.; and "Lease" means one of the Leases.

"Loan" and "loans" have the respective meanings specified in §3 hereof.

"Major Contract" means any of the following Assigned Contracts: (i) the five largest (in terms of anticipated gross revenues to be derived thereunder in any

fiscal year) arena contracts of the Borrower and its Subsidiaries in effect from time to time; (ii) the Agreement dated April 1, 1980 between Ice Shows and Walt Disney Productions relating to productions of Ice Shows; (iii) the Agreement dated as of August 8, 1980 between Ringling and Siegfried and Roy Enterprises, Inc. in respect of Ringling's production of a show in a hotel in Las Vegas, Nevada; (iv) each other contract or agreement identified as a Major Contract in Schedule 1 hereto; and (v) each other assigned contract providing for payments to or by any Debtor of aggregate amounts at least equal to \$1,000,000 during the term of such Assigned Contract (including terms of renewal or extension at the option of either party thereto, whether or not such option has been exercised).

"Mattel" means Mattel, Inc., a Delaware corporation.

"Net Worth" means at any time the sum of the following for the Borrower and its Subsidiaries, determined in accordance with generally accepted accounting principles:

(1) the amount of share capital liability (less cost of treasury shares), plus

(2) the amount of accumulated surplus and retained earnings (or, in the case of a retained earnings deficit, minus the amount of such deficit).

"New Show Production Costs" means costs (whether or not capitalized) incurred by the Borrower or any of its Subsidiaries in connection with shows or other entertainment productions, other than Existing Show Production Costs; and "Existing Show Production Costs" means costs incurred in connection with costumes, choreography, props, music, act recruitment and rehearsals for shows on tour or on stage as of the date of this Agreement and the so-called "second Disney show" unit of Ice Shows in development as of the date of this Agreement.

"Note" has the meaning specified in the second paragraph of §3 hereof.

"Obligations" means at any time the aggregate principal amount of and interest, fees and other charges payable in respect of (1) the obligations of the Borrower in respect of the loans hereunder and the Note and (2) the obligations of the Borrower and the other Debtors in respect of all other amounts from time to time payable by any of them under this Agreement.

"PBGC" means the Pension Benefit Guaranty Corporation and any entity succeeding to any or all its functions under ERISA.

"Plan" of any person means an employee benefit or other plan maintained or to which contributions are made by such person for its employers and which is covered by

Title IV of ERISA or to which Section 412 of the Internal Revenue Code of 1954, as amended, applies.

"Pledged Shares" means the shares of stock listed in Schedule 2 hereto (and the subscription rights listed therein with respect to certain shares of the Borrower) other than the shares of Mattel designated by an asterisk in said Schedule.

"Purchase Agreement" means the Stock Purchase Agreement dated as of January 31, 1982 between the Borrower and Mattel, providing for the sale by Mattel to the Borrower of all of the outstanding capital stock of Ringling.

"Reportable Event" has the meaning for such term set forth in §4043(b) of Title IV of ERISA.

"Restricted Person" means each of Irvin Feld, Kenneth J. Feld, Allen J. Bloom and Charles F. Smith and any individual who may be claimed as a dependent by any of the foregoing for Federal income tax purposes.

"Security" has the meaning specified in §10(II) hereof.

"Sells-Floto" means Sells-Floto, Inc., a Delaware corporation.

"Subsidiary" means any corporation at least the majority of whose securities having ordinary voting power for the election of directors (other than securities having such power only by reason of the happening of a contingency)

are at the time owned by the Borrower and/or one or more Subsidiaries.

§2. REPRESENTATIONS. The Borrower, Ringling, Ice Shows, Sells-Floto and, to the extent set forth below, the other Debtors represent, covenant and warrant that:

A. Legal Existence and Power. Each of the Borrower, Ringling, Ice Shows and Sells-Floto is a corporation duly incorporated and validly existing, in good standing, under the laws of the State of Delaware, is duly qualified to transact business in each jurisdiction wherein such qualification is necessary to transact the business in which it is engaged and will be engaged as of the date of the consummation of the Purchase Agreement, and has full corporate power to transact such business. Each of the Borrower, Ringling, Ice Shows and Sells-Floto has full power, authority and legal right to make this Agreement and, in the case of the Borrower, the Note and, in the case of Sells-Floto, its Guaranty Agreement, and to incur and perform its obligations hereunder and thereunder.

B. Authority. The making and performance by the Borrower, Ringling, Ice Shows and Sells-Floto of this Agreement and, in the case of the Borrower, the Note and, in the case of Sells-Floto, its Guaranty Agreement (1) have been duly authorized by all necessary corporate

action of the Borrower, Ringling, Ice Shows and Sells-Floto, (2) do not violate any provision of any applicable law or regulations, any order, decree, writ or injunction of any court or other agency of government or any provision of the charter or by-laws of the Borrower, Ringling, Ice Shows, any other subsidiary of Ringling, or Sells-Floto and (3) do not and will not result in the breach of, or constitute a default under, or require any consent under, any indenture or other agreement or instrument to which the Borrower, Ringling, Ice Shows, any other subsidiary of Ringling, or Sells-Floto is a party or by which any of them or of their respective properties may be bound or affected.

C. Financial Condition. On the date of the making of the initial loan hereunder, there will be furnished to the Bank a balance sheet of the Borrower alone as at said date (pro forma giving effect to the closing of the initial loan under this Agreement). Said balance sheet will be certified by the chief executive officer and senior financial officer of the Borrower to be complete and correct in all material respects, to present fairly pro forma as aforesaid the financial condition of the Borrower alone as of such date and to have been prepared in accordance with generally accepted accounting principles. On the date of the making of the initial

loan hereunder the Borrower will have no liabilities other than those shown on said balance sheet, organizational expenses and obligations and expenses incurred in connection with the preparation of and consummation of the transactions contemplated by the Purchase Agreement and this Agreement and as otherwise permitted by §9.J(4) hereof. On or prior to the making of the initial loan hereunder, there will be furnished to the bank a consolidated balance sheet of Ringling and its subsidiaries (including Ice Shows) as at January 30, 1982 and the related consolidated statements of income and changes in financial position of Ringling and its subsidiaries (including, in the case of fiscal years 1980 through 1982 only, Ice Shows) for the fiscal years ended on January 29, 1977, February 4, 1978, February 3, 1979, February 2, 1980, January 31, 1981 and January 30, 1982, or certified by a senior financial officer of Mattel to be true and correct and to present fairly the financial position, results of operations and changes in financial position, of Ringling and its subsidiaries for the fiscal year ended January 30, 1982.

D. Litigation. There are no actions, suits or proceedings pending, or to the knowledge of the Borrower, Ringling or Ice Shows threatened, against or affecting the Borrower, Ringling or any subsidiary of Ringling (including Ice Shows) or any of their

respective properties or rights, except, in the case of Ringling and Ice Shows, actions, suits or proceedings of the character normally incident to the kind of business conducted by them, which in the aggregate, if adversely determined, would not materially adversely affect the business, operations or properties of Ringling and Ice Shows, taken as a whole.

E. Governmental Authorizations. No authorization or approval of any public regulatory body is required in connection with the execution, delivery or performance of this Agreement and the Guaranty Agreements.

F. Use of Loans. Neither the Borrower nor any of its Subsidiaries is engaged principally, or as one of its principal activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), and no part of the proceeds of the loans hereunder will be used to purchase or carry any such margin stock or to extend credit to others for the purpose of purchasing or carrying any such margin stock.

G. Agreements, etc. The Bank has been furnished with true and complete copies of the Purchase Agreement and all other existing Major Contracts, each as in effect on the date hereof. Each such instrument is in

full force and effect and no default exists thereunder on the part of any Debtor or, to the knowledge of the Debtors, any other party thereto. All of the representations and warranties contained in Section 2.2 of the Purchase Agreement were true in all material respects as of the date of the Purchase Agreement and are true in all material respects on the date hereof. The Borrower will not amend or otherwise modify the Purchase Agreement without the prior written consent of the Bank. Schedule 1 hereto is a complete and correct list of all existing contracts and other agreements (either specifically or by type of contract or agreement) in effect on the date hereof entered into by the Borrower, Ringling, Ice Shows or any other subsidiary, or by any other Debtor in respect of any business or venture engaged in or to be engaged in by the Borrower, Ringling, Ice Shows or any other Subsidiary, showing as to each such contract or other agreement specifically listed the parties thereto, the date thereof and the subject matter thereof. Each such contract or other agreement specifically listed that is not legally assignable to the Bank as collateral security under §10(I) hereof without the consent of the other party thereto is indicated by an asterisk in said Schedule 1. No subsidiary of Ringling is a party to any contract or

agreement which would have been an Assigned Contract were a Debtor (other than the Borrower, Ringling, Ice Shows or Shirley Feld) a party thereto.

H. Pledged Shares. Schedule 2 hereto is a complete and correct list of: (1) all issued and outstanding shares of the Borrower and all shares that the Borrower proposes to issue forthwith after the making of the initial loan hereunder, (2) all issued and outstanding shares of Ringling, (3) all issued and outstanding shares of Ice Shows, (4) all issued and outstanding shares of Sells-Floto and (5) all shares of stock of Mattel owned beneficially or of record by Irvin Feld and Kenneth J. Feld. Said Schedule shows as to all such shares the respective owners thereof and subscribers therefor as of the date hereof and as of the making of the initial loan hereunder.

I. Subsidiaries. Schedule 3 hereto is a complete and correct list of all Subsidiaries of the Borrower (after giving effect to the consummation of the transaction contemplated by the Purchase Agreement). As of the date of the initial loan hereunder, the Borrower will (either directly or through a wholly-owned Subsidiary) own all of the outstanding shares of such Subsidiaries, free and clear of all liens, charges, encumbrances and rights of others whatsoever (except

pursuant to this Agreement and as referred to in the Purchase Agreement), and all such shares will be validly issued and fully paid and nonassessable.

J. Credit Arrangements. Schedule 4 hereto is a complete and correct list of all credit agreements, indentures, purchase or loan agreements, guarantees and other instruments, agreements and arrangements presently in effect providing for or relating to extensions of credit in respect of which the Borrower, Sells-Floto, Ringling and/or any of its subsidiaries is or may become directly or contingently obligated; and the maximum principal or face amounts of the Indebtedness in question, outstanding or to be outstanding, are correctly stated, and all mortgages, security interests or other liens given or agreed to be given as security therefor are correctly described, in said Schedule 4.

K. Trademarks, Etc. Schedule 5 hereto is a complete and correct list of all copyrights, trademarks, licenses, service marks, trade names and other similar rights owned or used by the Borrower, Ringling or Ice Shows, showing as to each such item the owner thereof and each public body in North America with which such ownership is registered.

L. Borrower, Ringling and Ice Shows Assets. Schedules 6-A, 6-B and 6-C hereto are complete and

correct lists of all tangible personal property of the Borrower, Ringling and Ice Shows, respectively, in each case showing the location of each item of such property on the date of the initial loan under this Agreement and each jurisdiction in which the Borrower anticipates such item will be located at any time on or prior to June 1, 1982. Neither the Borrower, Ringling nor Ice Shows owns or holds under lease any real property other than the interests indicated in Schedule 7 hereto with respect to the properties listed therein.

M. ERISA. Each of the Borrower, Ringling, Ringling's subsidiaries (including Ice Shows) and Sells-Floto has met its minimum funding requirements under ERISA with respect to all its Plans and has not incurred any material liability to PBGC under ERISA in connection with any such Plan.

N. Remuneration of Restricted Persons. The Bank has been furnished with a true and complete copy of each of the Employment Agreements referred to in §9.M(ii) hereof. Except for such Agreements, no employment contract or similar agreement exists on the date of this Agreement for any Restricted Person.

O. Representations of other Debtors. Each Guarantor (other than Sells-Floto), by such Guarantor's execution and delivery of this Agreement as a Debtor as

hereinafter provided, represents, covenants and warrants:

(1) that such Guarantor has full power, capacity, authority and legal right to make this Agreement and such Guarantor's Guaranty Agreement and incur and perform such Guarantor's obligations hereunder and thereunder; and

(2) that the making and performance by such Guarantor of this Agreement and such Guarantor's Guaranty Agreement (a) do not violate any provision of any applicable law or regulation, any order, decree, writ or injunction of any court or other agency of government and (b) do not and will not result in the breach of, or constitute a default under, or require any consent under, any indenture or other agreement or instrument to which such Guarantor is a party or by which such Guarantor or such Guarantor's properties may be bound or affected.

§3. LOANS AND NOTE; TERMINATION OF COMMITMENT.

The Bank agrees, on the terms of this Agreement, to make loans to the Borrower (herein sometimes individually called a "loan" and collectively called the "loans") from time to time from the date of this Agreement to and including the Commitment Termination Date, at such time and in such

principal amount as to each loan as the Borrower shall request, up to but not exceeding in aggregate principal amount at any one time outstanding during each period set forth below the amount set opposite such period (subject to reduction as provided in the final paragraph of this Section):

<u>From and Including</u>	<u>To and Including</u>	<u>Amount</u>
the date hereof	March 18, 1982	\$19,000,000
March 19, 1982	March 14, 1983	17,000,000
March 15, 1983	March 14, 1984	14,875,000
March 15, 1984	March 14, 1985	12,750,000
March 15, 1985	March 14, 1986	10,625,000
March 15, 1986	March 14, 1987	8,500,000
March 15, 1987	March 14, 1988	6,375,000
March 15, 1988	March 14, 1989	4,250,000
March 15, 1989	March 14, 1990	2,125,000

The obligation of the Bank to make such loans on any date up to the amount set forth opposite the period in which each date occurs is herein called the "Commitment". Within such limits the Borrower may borrow, repay and reborrow under this Agreement until the Commitment Termination Date. Each borrowing shall be in an amount equal to \$100,000 or an integral multiple thereof (except for any borrowing equal to the balance of the Commitment then in effect).

The loans made under this Agreement shall be evidenced by, and repayable with interest thereon in accordance with, a single promissory note of the Borrower (herein called the "Note") in the form of Exhibit A hereto, in the face amount of the Commitment on the date of the

initial loan hereunder, dated the date of such initial loan and otherwise appropriately completed. The Note shall bear interest as provided in Exhibit A. All loans made hereunder and all payments and prepayments made on account of the principal thereof shall be recorded by the Bank on the schedule attached to the Note (provided that any failure by the Bank to make any such recordation shall not affect the obligations of the Borrower hereunder or under the Note in respect of such loans).

The Borrower shall have the right at any time or from time to time, upon not less than five business days' written notice to the Bank to terminate the Commitment, in whole or in part, provided that each partial termination shall be in an amount equal to \$500,000 or an integral multiple thereof. Concurrently with each such partial termination, the amount of the Commitment for each successive period as provided in the first paragraph of this Section shall be reduced by multiplying such amount (as the same may theretofore have been reduced from time to time pursuant to this paragraph) by a fraction the numerator of which shall be the Commitment as in effect immediately following such partial termination and the denominator of which shall be the Commitment as in effect immediately prior thereto.

§4. FEES.

A. Availability Fee. The Borrower shall pay the Bank an availability fee on the daily average amount of the Commitment, whether used or unused, for the period from the date hereof to the Commitment Termination Date at the rate of 1% per annum. Accrued availability fee shall be paid quarterly on the fifteenth day of each March, June, September and December, commencing June 15, 1982, and on the Commitment Termination Date.

B. Financing Fee. The Borrower shall pay the Bank a financing fee of \$2,000,000, payable in two equal installments, on the first and second anniversaries of the earlier of (1) the Commitment Termination Date or (2) the last day of the fiscal year on which cash and cash equivalents as shown on the audited consolidated balance sheet of the Borrower and its Subsidiaries furnished pursuant to §9.A(2) hereof shall first exceed the daily average principal amount of loans outstanding hereunder during such fiscal year.

§5. MANNER OF BORROWING. The Borrower shall give the Bank at least one business day's written notice specifying the date and amount of each borrowing under §3 hereof. Subject to the terms and conditions of this Agreement, the Bank shall make the proceeds of each loan available to the Borrower by crediting the general deposit account of the Borrower with the Bank.

§6. PREPAYMENT.

A. Optional. The Borrower shall have the right at any time or from time to time, upon not less than one business day's prior written or telegraphic notice to the Bank, to prepay the Note in whole or in part, without penalty, provided that each prepayment shall be in an aggregate amount of \$100,000 or an integral multiple thereof.

B. Required. If on the day following any date listed in the second column set out in the first paragraph of §3 hereof the unpaid principal amount of the Note shall exceed the Commitment on such day, as such Commitment may be reduced from time to time pursuant to the last paragraph of §3 hereof, the Borrower will on such day prepay a portion of the principal amount of the Note, together with interest on the principal so prepaid accrued to the date of prepayment, sufficient to reduce the unpaid principal amount of the Note to an amount equal to such Commitment.

§7. PAYMENTS, ETC. All payments on account of the principal of or interest on the Note, availability and financing fees and all other amounts payable hereunder shall be made to the Bank in lawful money of the United States of America, in immediately available funds. All payments on account of the principal of or interest on the Note and availability and financing fees shall be made by charging,

and the Borrower hereby authorizes the Bank to charge, the Borrower's general deposit account with the Bank for the amount of each such payment. The Borrower shall maintain sufficient balances in its general deposit account with the Bank in order that each such payment will be available when due hereunder and/or under the Note. Interest on the Note and, unless otherwise specified herein, other charges shall be calculated on the basis of a year of 360 days and the number of actual days elapsed. If any payment of principal of or interest on the Note or any other amount payable hereunder falls due on a day which is not a business day, then the date for such payment shall be extended to the next succeeding business day and interest shall be payable in respect of any such extension of principal.

§8. CONDITIONS OF LENDING.

A. Initial Loan. The obligation of the Bank to make the initial loan hereunder shall be subject to the following conditions precedent:

(1) Execution by Guarantors; Execution by Other Debtors; Guaranty Agreements. Each of the Guarantors shall have become a party to this Agreement as a Debtor by including information with respect to itself in Schedules 2 and 4 hereto, executing one or more counterparts hereof in the space below provided and delivering one such counterpart to the Bank, without any further

action being required on the part of such Guarantor; each of the other Debtors shall have become a party to this Agreement as a Debtor by executing one or more counterparts hereof in the space below provided and delivering one such counterpart to the Bank, without any further action being required on the part of such Debtor; and each of the Guarantors shall have executed and delivered to the Bank a guaranty agreement (herein individually called a "Guaranty Agreement" and collectively called the "Guaranty Agreements"), in substantially the form attached hereto as Exhibit B, unconditionally guaranteeing the full and prompt payment of the Obligations, provided that, in the case of Irvin Feld, his liability in respect of the Obligations to the Bank under his Guaranty Agreement shall be limited to \$10,000,000, or otherwise as separately agreed upon with the Bank.

(2) Signatures. Each corporate Debtor shall have certified to the Bank the name and signature of each officer of such Debtor authorized to sign this Agreement and each document or instrument required hereunder or contemplated hereby (and in the case of the Borrower to borrow hereunder); and the Bank may conclusively rely on each such certification until it receives notice in writing to the contrary.

(3) Mattel Certification. Mattel shall have certified to the Bank that all of the representations and warranties contained in Section 2.1 of the Purchase Agreement are true in all material respects on the date of such loan, and shall acknowledge in such certification that the Bank is relying thereon in making such loan.

(4) Acknowledgments and Consents. Each of the respective other parties to the Existing Assigned Contracts indicated with an asterisk in Schedule 1 hereto shall have executed and delivered to the Bank an instrument of acknowledgment and consent in respect of the security interest created pursuant to §10(I) hereof in such party's Existing Assigned Contract, in each case in form and substance satisfactory to the Bank; and the Bank shall have received an opinion or opinions (satisfactory to the Bank) of counsel to the respective other parties to such Existing Assigned Contracts as to the due authorization, execution and delivery by such other party of its respective Existing Assigned Contract and instrument of acknowledgment and consent and the validity and enforceability thereof in accordance with their respective terms and as to such other matters as the Bank or its counsel may reasonably request.

(5) Opinion of Counsel to the Debtors. The Bank shall have received from Messrs. Reavis & McGrath, counsel to the Debtors, an opinion, dated the date of such loan, satisfactory to the Bank and its counsel, Messrs. Milbank, Tweed, Hadley & McCloy, as to:

(a) all matters specified in §§2.A, 2.I, and 2.O(1) and (2) hereof;

(b) the due authorization (including without limitation by approval of the shareholders of each corporate Debtor), execution and delivery by the Debtors of this Agreement, by the Borrower of the Note and by the Guarantors of the respective Guaranty Agreements, and the validity and enforceability thereof in accordance with their respective terms except that no opinion need be expressed as to the ranking of any claim against Ringling or Ice Shows or their property based upon §10 hereof, as against claims of other creditors of Ringling or Ice Shows, as the case may be, in the event of bankruptcy or insolvency proceedings in respect of Ringling or Ice Shows, as the case may be;

(c) the making and performance by the Debtors of this Agreement, by the Borrower of the Note and by the Guarantors of the respective Guaranty Agreements not resulting in the contravention of (i) any

provision of law, (ii) any regulation or any order, decree, writ or injunction, of which such counsel has knowledge, of any court or administrative body or (iii) any provisions of the Purchase Agreement or the charter or by-laws of the Borrower or any other corporate Debtor;

(d) the making and performance by the Debtors of this Agreement, by the Borrower of the Note and by the Guarantors of the respective Guaranty Agreements not resulting in the creation (except pursuant to this Agreement) of any lien, charge, security interest or other encumbrance of any nature on any of the property or assets of the Debtors;

(e) there being no actions, suits or proceedings pending or, to the knowledge of such counsel, threatened against or affecting any of the Debtors which, in the opinion of such counsel, might materially affect adversely the financial condition or business of the Borrower and its Subsidiaries taken as a whole or of any Guarantor;

(f) the nonnecessity of any authorization or approval by any public regulatory body of the transactions contemplated by this Agreement;

(g) the absence of any requirement for consent or of any default, by reason of the transactions contemplated by this Agreement, under any credit agreements, indentures, purchase agreements, guarantees and other instruments known to such counsel after due inquiry to which any of the Debtors is a party or by which any of the Debtors may be bound or affected;

(h) the ownership by a Debtor (to be specified) of the Existing Assigned Contracts, in each case free and clear of any lien, charge, security interest or other encumbrance of any nature (except pursuant to this Agreement);

(i) the validity, enforceability, first priority and due perfection with respect to each of the jurisdictions listed in Schedules 6-A, 6-B and 6-C hereto under the Uniform Commercial Code (and any other applicable legislation) of the security interests intended to be created by §10(I) hereof as of the date of such loan, and the due filing and recording in all appropriate offices of any financing statements or other instruments required for such perfection;

(j) the validity and enforceability of the pledge of the Pledged Shares under §10(II) hereof

and the due and valid issuance and fully paid and nonassessable status of the Pledged Shares;

(k) the due compliance in respect of such loan hereunder with any applicable requirements of Regulations U and X of the Board of Governors of the Federal Reserve System as at the time in effect;

(l) the exemption of the offering, sale and delivery of all shares of capital stock of the Borrower that have been issued and sold as of the date of such loan from the registration requirements of the Securities Act of 1933, as amended, and from any qualification or registration requirements pursuant to state blue sky or securities laws; and

(m) such other matters incident to the transactions hereby contemplated as the Bank or said counsel to the Bank may reasonably request.

For purposes of such opinion, counsel to the Debtors may rely upon opinions of local counsel handling particular matters, provided that such counsel are satisfactory to the Bank, and upon an opinion of Jerome S. Sowalsky, General Counsel of Ringling.

(6) Bank Counsel. The Bank shall have received from said counsel to the Bank an opinion, dated the date

of such loan, as to such matters incident to the transactions contemplated by this Agreement as the Bank may reasonably request.

(7) Purchase Agreement. The Bank shall have received evidence satisfactory to it that the closing of the transaction contemplated by the Purchase Agreement shall have been consummated in accordance with its terms.

(8) Proof of Corporate Action; Etc. The Bank shall have received certified copies of all necessary corporate action taken by the corporate Debtors to authorize the execution, delivery and performance of this Agreement, the Guaranty Agreements and the Note and the borrowings hereunder, and such other papers as the Bank or counsel to the Bank shall reasonably require.

(9) Evidence of Filing. The Bank shall have received evidence satisfactory to it and its counsel as to the due filing and recording in all appropriate offices of any financing statements or other instruments required for the perfection with respect to each of the jurisdictions listed in Schedules 6-A, 6-B and 6-C hereto under the Uniform Commercial Code (and any other applicable legislation, including without limitation the Interstate Commerce Act, the Copyright Revision Act of 1976 and the Lanham Act) of the security interests

intended to be created by §10(I) hereof as of the date of such loan.

(10) Regulation U. The Borrower shall have furnished to the Bank a duly executed Form U-1 meeting the requirements of Regulation U of the Board of Governors of the Federal Reserve System, with respect to the loans made and to be made by the Bank hereunder.

(11) Pledged Shares; Assignment of Subscriptions. The Pledged Shares shall have been duly pledged to the Bank in accordance with §10(II) hereof; and the subscription agreements in respect of the Pledged Shares of the Borrower to be issued after the making of such loan as specified in Schedule 2 hereto shall be in form and substance satisfactory to the Bank and shall have been duly assigned to the Bank by instruments in form and substance satisfactory to the Bank.

(12) Borrower's Shareholders' Equity. The Bank shall have received evidence satisfactory to it that shareholders' equity in the Borrower alone is at least \$3,800,000.

(13) Note. The Bank shall have received the Note, payable to the order of the Bank, duly executed and delivered by the Borrower.

B. Each Loan. The obligation of the Bank to make each loan (including the initial loan) to be made by it

hereunder shall be subject to the following conditions precedent:

(1) No Default. No Default shall have occurred and be continuing.

(2) Representations True. The representations and warranties of the Debtors in §§2 and 10(III)D hereof shall (except as affected by transactions expressly contemplated by this Agreement) be true on and as of the date of the making of such loan with the same force and effect as if made on and as of such date.

(3) No Adverse Change. There shall have been no materially adverse change in (a) the consolidated financial condition of the Borrower and its Subsidiaries from that existing on the date of this Agreement (on a pro forma basis after giving effect to the consummation of the transactions contemplated by the Purchase Agreement) or (b) the financial condition of any Guarantor from that existing on the date of this Agreement.

(4) Performance of Agreements. Each Debtor shall have performed all agreements on its part required to be performed under this Agreement on or prior to such date.

(5) Certification. Each Debtor shall have certified to the Bank as to the satisfaction of the conditions specified in this Subsection, provided that

if the Bank from time to time waives the requirement for such certification in respect of any loan, the borrowing by the Borrower shall in any event be deemed to constitute a certification by each Debtor as to the satisfaction of such conditions specified in this Subsection unless the Bank is otherwise notified by any Debtor prior to such borrowing.

C. Use of Proceeds. The proceeds of the initial loan hereunder shall be forthwith applied to the purchase price of the shares of capital stock of Ringling under the Purchase Agreement.

§9. PARTICULAR COVENANTS OF THE DEBTORS. From the date hereof and so long as the Commitment shall be outstanding and until the payment in full of the Note and performance of all other obligations of the Debtors under this Agreement, the Debtors agree that, unless the Bank shall otherwise consent in writing:

A. Financial Statements, Etc. The Borrower or Sells-Floto, as the case may be, shall deliver to the Bank:

(1) as soon as available and in any event within 60 days after the end of each calendar month in each fiscal year:

(a) separate balance sheets of the Borrower and each of its Subsidiaries as at

the end of such month and the respective related statements of income, retained earnings and changes in financial position for such month and (unless such month be the last month in such fiscal year) for the portion of such fiscal year ended with the last day of such month, setting forth in each case in comparative form the respective figures for the corresponding date and periods in the preceding fiscal year, all in reasonable detail and certified by the chief financial officer of the Borrower and accompanied by a certificate signed by such officer to the effect that the signer has no knowledge, except as specifically stated, of any Default and computations showing compliance with the provisions of Subsections I(1), I(2), M and N of this §9 as at the end of such month, and

(b) a consolidated balance sheet of Sells-Floto and its subsidiaries as of the end of such month and the related consolidated statements of income, retained earnings and changes in financial position for such month and (unless such month be the last month in such fiscal year) for the portion of such

fiscal year ended with the last day of such month, setting forth in comparative form the respective consolidated figures for the corresponding date and periods in the previous fiscal year, all in reasonable detail and certified by the chief financial officer of Sells-Floto, and

(2) as soon as available and in any event within 120 days after the end of each fiscal year:

(a) a consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such fiscal year and the related consolidated statements of income, retained earnings and changes in financial position for such fiscal year, setting forth in each case the respective consolidated figures as of the end of and for the previous fiscal year, all in reasonable detail and accompanied by an opinion of Ernst & Whinney, or other independent public accountants of recognized national standing selected by the Borrower, and a statement by such accountants to the effect that in making the examination necessary for their said opinion they have

obtained no knowledge of the existence of any Event of Default during such fiscal year, and

(b) a consolidated balance sheet of Sells-Floto and its subsidiaries as at the end of such fiscal year and the related consolidated statements of income, retained earnings and changes in financial position for such fiscal year, setting forth in each case the respective consolidated figures as of the end of and for the previous fiscal year, all in reasonable detail and accompanied by an opinion of Ernst & Whinney, or other independent public accountants of recognized national standing selected by Sells-Floto;

(3) promptly after the same are available, copies of all registration statements and regular and periodic reports and proxy statements, if any, filed by the Borrower or any Subsidiary or Sells-Floto or any subsidiary of Sells-Floto with the Securities and Exchange Commission, or any governmental agency substituted therefor, or with any national securities exchange;

(4) promptly after becoming aware thereof, notice of each material default by any party

thereto under any of the Leases, any Major Contract or any other material Assigned Contract;

(5) promptly after the same are available and in any event within 30 days after the date of the initial loan hereunder, a consolidated balance sheet of the Borrower and its Subsidiaries as at the date of such loan (pro forma giving effect to the closing of such loan and the consummation of the transactions contemplated by the Purchase Agreement for such date) in reasonable detail and certified by the chief executive officer and the chief financial officer of the Borrower to be complete and correct in all material respects and to present fairly pro forma as aforesaid the financial condition of the Borrower and its Subsidiaries as of the date of such loan and to have been prepared in accordance with generally accepted accounting principles;

(6) promptly after the same are available, copies of each annual report filed with any governmental agency pursuant to ERISA with respect to each Plan of the Borrower or any Subsidiary or Sells-Floto or any subsidiary of Sells-Floto; and

(7) from time to time, with reasonable promptness, such further information as to the

financial condition, business and affairs of the Debtors as the Bank may reasonably request.

B. Taxes and Claims. The Borrower shall, and shall cause each Subsidiary to, pay and discharge all taxes, assessments and governmental charges or levies imposed upon it or upon its income and profits, or upon any of its property prior to the date on which penalties attach thereto, except that neither the Borrower nor any Subsidiary shall be required hereby to pay any such tax, assessment, charge or levy the payment of which is being contested in good faith and by appropriate proceedings.

C. Insurance. The Borrower shall, and shall cause each Subsidiary to, maintain insurance on its properties with responsible and financially sound companies in such amounts and against such risks as would customarily be carried in accordance with good business practice, and in any event as specified in a Schedule of Insurance approved by the Bank prior to the making of the initial loan hereunder. Each insurance policy or contract maintained by the Borrower and its Subsidiaries (including public liability insurance) shall name the Bank as an additional insured and shall contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer (including without limitation for nonpayment of premium), such policy or contract

shall continue in force for the benefit of the Bank for at least 10 days after written notice to the Bank of cancellation. All such policies or other contracts of insurance (other than public liability insurance) upon any assets owned or used by the Borrower, Ringling or Ice Shows shall provide that the proceeds of such insurance shall be payable to the Bank (by means of a standard mortgagee clause or other similar clause acceptable to the Bank, without contribution), provided that losses of less than \$500,000 under any property insurance or business interruption insurance with respect to any occurrence or series of related occurrences at the same location may, so long as no Default shall have occurred and be continuing, be paid to the named insured; and such insurance policies and contracts, together with evidence of payment of all premiums therefor, shall be promptly delivered to the Bank. Without limiting the generality of the foregoing, the Borrower shall maintain with responsible and financially sound companies insurance on the life of Kenneth J. Feld in an amount at least equal to the Commitment and accidental death insurance with respect to Irvin Feld and Kenneth J. Feld in amounts at least equal to \$4,000,000 with respect to each such individual (and providing for double indemnity in case of the simul-

taneous accidental deaths of both such individuals), and such policies shall be included in the Collateral covered by §10(I) hereof.

D. Maintenance of Existence. The Borrower shall, and shall cause each Subsidiary to, preserve and maintain its existence (except as permitted by §9.P(1) hereof) and all of its rights, privileges and franchises, if any, necessary or desirable in the normal conduct of its business.

E. Maintenance of Properties, Franchises. The Borrower shall, and shall cause each Subsidiary to, keep all of its properties useful or necessary in its business in good working order and condition, ordinary wear and tear excepted, and maintain all material operating rights and franchises necessary to its business.

F. Access to Books and Inspection. Each of the Borrower and Sells-Floto shall, and the Borrower shall cause each Subsidiary to, permit the Bank from time to time at its request upon reasonable notice to inspect its properties and to review its books of account and records relating to its affairs.

G. Compliance with Laws. Each of the Borrower and Sells-Floto shall, and the Borrower shall cause each Subsidiary to, comply with the requirements of all

applicable laws, rules, regulations and orders of any governmental authority, compliance with which is necessary to maintain its existence or noncompliance with which would materially affect adversely its business or credit.

H. Litigation. The Borrower or a Guarantor, as the case may be, shall promptly give notice in writing to the Bank of all litigation and of all proceedings before any governmental authority or regulatory agency affecting either the Borrower or any Subsidiary or such Guarantor, as the case may be, except litigation or proceedings (in which only monetary damages are sought) which, if adversely determined, would not involve a liability of \$100,000 (or \$10,000 in the case of any Guarantor other than Sells-Floto) or more or which is fully covered by effective insurance.

I. Net Worth. (1) The Borrower shall at all times maintain Net Worth at least equal to the following amounts during the respective periods specified below:

from the date hereof until March 15, 1983	..\$3,500,000
thereafter until March 15, 1984	..\$3,800,000
thereafter until March 15, 1985	..\$4,300,000
thereafter until March 15, 1986	..\$5,300,000
thereafter until March 15, 1987	..\$6,300,000
thereafter until March 15, 1988	..\$7,300,000
thereafter until March 15, 1989	..\$8,300,000
and thereafter	..\$9,300,000

(2) The Borrower shall not permit Consolidated Indebtedness to exceed the percentages of Net Worth as of the last day of the fiscal years ending prior to the respective dates specified below:

March 15, 1983	850%
March 15, 1984	770%
March 15, 1985	630%
March 15, 1986	465%
March 15, 1987	350%
March 15, 1988	245%
March 15, 1989	190%
March 15, 1990	190%

J. Indebtedness. The Borrower shall not, and shall not permit any Subsidiary to, incur, assume, have outstanding or otherwise be or become directly or indirectly liable in respect of any Indebtedness except

(1) Indebtedness in respect of the loans and the financing fee hereunder;

(2) accounts payable and accrued liabilities incurred in the ordinary course of business that are not overdue in accordance with past business practice unless the same are being contested in good faith and by appropriate proceedings;

(3) Indebtedness of the Borrower owing to any wholly-owned Subsidiary, and in the case of any Subsidiary, Indebtedness owing to the Borrower; and

(4) in the case of the Borrower, its guaranty of up to \$2,000,000 of Indebtedness of Sells-Floto owing to the Bank.

K. Liens. The Borrower shall not, and shall not permit any Subsidiary to, create or suffer to exist any assignment, mortgage, pledge, security interest, conditional sale or other title-retention agreement, lien, charge or encumbrance upon any of its respective property or assets, now owned or hereafter acquired, securing any indebtedness or obligation (all such security being herein called "liens"), except

(1) liens securing the Obligations;

(2) liens securing Indebtedness of a Subsidiary to the Borrower; and

(3) liens consisting of (a) materialmen's, suppliers', tax and other like liens arising in the ordinary course of business securing obligations (other than obligations incurred in connection with the obtaining of any advance or credit) which are not overdue or are being contested in good faith by appropriate proceedings, (b) liens arising in connection with worker's compensation, unemployment insurance, appeal and release bonds and progress payments under government contracts and (c) other liens incident to the ordinary conduct of business or operation of property or assets that are not incurred in connection with the obtaining of any advance or credit and that do not in the aggregate

materially impair the use of such property or assets in the conduct of the business of the Borrower and its Subsidiaries taken as a whole, or the value of such property or assets for the purposes of such business.

L. Investments. The Borrower shall not, and shall not permit any Subsidiary to, make or permit to remain outstanding any advances or loans or extensions of credit to, or purchase or own any stock, bonds, notes, debentures or other securities of, any person, firm or corporation (all such transactions being herein called "investments"), except (1) investments by the Borrower in its Subsidiaries and loans permitted by §9.J(3) hereof, (2) travel advances to employees (including Restricted Persons) and other advances to employees (excluding Restricted Persons) in accordance with past practices, (3) investments by a Subsidiary in the stock of another Subsidiary and (4) investments in certificates of deposits issued by, and other deposits with, commercial banks organized under the laws of the United States of America or a State thereof or the District of Columbia and having capital and surplus and undivided profits of at least \$100,000,000, in short term marketable obligations of the United States of America and in open market commercial paper given the highest

credit rating by a national credit rating agency and maturing not more than one year from the date of creation thereof.

M. Restricted Payments; Remuneration. The Borrower shall not, directly or indirectly, make or declare any dividend (in cash, property or obligations) on, or other payment or distribution (whether made by the Borrower or any of the Subsidiaries) on account of, or set apart money for a sinking fund or other analogous fund for, or purchase, redeem, retire or otherwise acquire any shares of any class of the Borrower. The Borrower shall not, and shall not permit any Subsidiary, to pay, directly or indirectly, any salary, wages, bonus or other remuneration to any Restricted Person except for (i) services and other facilities made available to such Persons in accordance with past practice, (ii) remuneration of Irvin Feld, Kenneth J. Feld, Allen J. Bloom and Charles F. Smith pursuant to their respective Employment Agreements with Ringling dated as of February 4, 1974, as amended to the date of this Agreement, and (iii) producer's fees payable to Irvin Feld and/or Kenneth J. Feld under any Existing Assigned Contract with respect to the production of a show in a hotel in Las Vegas, Nevada.

N. Capital and New Production Expenditures. The Borrower shall not, and shall not permit any Subsidiary to, make any capital expenditure after the consummation of the transaction contemplated by the Purchase Agreement if, after giving effect thereto, the aggregate amount of capital expenditures made by the Borrower and all Subsidiaries (other than pursuant to the Purchase Agreement) during the 12 months ending on the date of determination exceeds \$500,000. The Borrower shall not, and shall not permit any Subsidiary to, incur any New Show Production Costs without the prior written consent of the Bank.

O. Transactions with Affiliates. The Borrower shall not, and shall not permit any Subsidiary, directly or indirectly to enter into any transaction with or for the benefit of an affiliate on terms more favorable to the affiliate than would have been obtainable in arms' length dealing. As used in this Subsection, (1) "affiliate" means any person (other than a Subsidiary) which directly or indirectly controls, is controlled by, or is under common control with, the Borrower and (2) "control" (including, with correlative meanings, "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of voting securities, by contract or otherwise), provided that, in any event any

person or affiliated group which owns directly or indirectly 5% or more of the securities having ordinary voting power for the election of directors of a corporation shall be conclusively presumed to control such corporation.

P. Mergers, Disposition of Assets, etc. The Borrower shall not, and shall not permit any Subsidiary to, merge or consolidate with any corporation, or sell, lease, transfer or otherwise dispose of (whether in one transaction or a series of related transactions) any part of its assets, whether now owned or hereafter acquired, except that (1) any Subsidiary may be merged into or transfer assets to the Borrower and (2) the Borrower or any Subsidiary may, subject to the limitations of §10 hereof, (a) sell (for fair value) property or assets no longer used or useful in its business and (b) sell property or assets in the ordinary course of business.

Q. Contracts by Subsidiaries. The Borrower shall not permit any Subsidiary which is not a Debtor to enter into any substantial contract or other agreement that, if entered into by an individual Debtor (other than Shirley Feld), would constitute an Assigned Contract unless such contract or agreement is concurrently assigned to the Borrower or a Subsidiary which is a Debtor.

R. ERISA. The Borrower shall, and shall cause each Subsidiary to, comply with the provisions of ERISA with respect to each of its Plans; and as soon as possible after the Borrower knows, or has reason to know, that any reportable event with respect to any Plan of the Borrower or any subsidiary has occurred, it shall furnish to the Bank a statement signed by a senior officer of the Borrower setting forth details as to such Reportable Event and the action, if any, which the Borrower or any Subsidiary proposes to take with respect thereto, together with a copy of the notice of such Reportable Event furnished to PBGC.

§10. SECURITY PROVISIONS.

(I) COLLATERAL. As collateral security, equally and ratably, for the payment of all the Obligations, outstanding and to be outstanding, and any and all promissory notes or other instruments from time to time evidencing any Obligations, and all other amounts from time to time payable by the Borrower or the Guarantors to the Bank under this Agreement, each Debtor (other than Shirley Feld) hereby grants to the Bank a security interest in and general lien upon, and hereby assigns and pledges to the Bank, the following described property, whether now existing or hereafter acquired and wherever located (herein collectively called the "Collateral"):

(i) all of such Debtor's right, title and interest in and to each of the Existing Assigned Contracts (except any Existing Assigned Contract that by its terms or otherwise is not legally assignable to the Bank as collateral security as aforesaid without the consent of the other party thereto unless and until such consent has been duly obtained) and in and to all moneys and revenues of any kind accruing and accounts arising under such Existing Assigned Contracts;

(ii) all of such Debtor's right, title and interest in and to all moneys and revenues of any kind accruing and accounts arising under each Existing Assigned Contract excluded from the foregoing clause (i) by reason of the exception therein;

(iii) all of such Debtor's right, title and interest in and to all moneys, rents and revenues of any kind accruing and all accounts arising in respect of the subleasing or other use of any real property owned or held under lease (including without limitation the Leases) by such Debtor and used or available for use from time to time in the operations of the Borrower and its Subsidiaries;

(iv) all of such Debtor's right, title and interest in and to each contract and other agreement, however designated (except any contract or other agreement that

by its terms or otherwise is not legally assignable to the Bank as collateral security as aforesaid without the consent of the other party thereto unless and until such consent has been duly obtained), hereafter entered into by such Debtor in respect of any business or venture now or hereafter engaged in by the Borrower, Ringling, Ice Shows or any other Subsidiary, and all moneys and revenues of any kind accruing and all accounts arising under each such contract and agreement or otherwise in respect of any such business or venture;

(v) all of such Debtor's right, title and interest in and to all copyrights, trademarks, licenses, service marks, trade names and other similar rights owned or used by the Borrower, Ringling, Ice Shows or any other Subsidiary, together with any and all properties and rights ancillary thereto, whether now or hereafter existing or now or hereafter acquired, and any and all of such Debtor's rights therein and thereto, and all of such Debtor's right, title and interest in and to all moneys and revenues to be derived from the exploitation, distribution, exhibition and marketing thereof, and from all other sources in connection with any rights relating directly or indirectly thereto (including without limitation trademarks and registrations referred to in the Purchase Agreement);

(vi) all of such Debtor's right, title and interest in and to all tangible personal property and fixtures owned or used by the Borrower, Ringling or Ice Shows (including without limitation the items listed in Schedules 6-A, 6-B or 6-C hereto), whether now or hereafter existing or now owned or hereafter acquired and wherever located, of every kind and description;

(vii) all of the proceeds and products of any of the foregoing (including without limitation proceeds from any insurance thereon maintained pursuant to §9.C hereof) and;

(viii) all policies of life insurance referred to in the last sentence of §9.C hereof;

it being the intention of each Debtor to subject the interest of such Debtor in the Collateral to the security interest of this Agreement without the necessity of any further act by any of the parties hereto.

In furtherance of the foregoing, each Debtor agrees with the Bank as follows:

A. Pledges, etc. From time to time, upon the demand of the Bank, each Debtor shall (1) deliver and pledge to the Bank, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Bank may reasonably request, any and all such instruments, documents and/or chattel paper

relating to any of the Collateral as the Bank may specify in its demand, (2) give, execute, deliver, file and/or record any notice, statement, instrument, document, agreement or other papers that may be necessary or desirable, or that the Bank may reasonably request, in order to create, preserve, perfect or validate any security interest granted pursuant hereto or to enable the Bank to exercise and enforce its rights hereunder with respect to such security interest, (3) keep and stamp or otherwise mark any and all instruments, documents and chattel paper and its individual books and records relating to any of the Collateral in such manner as the Bank may reasonably require and (4) permit representatives of the Bank at any time upon reasonable notice to inspect and make abstracts from the books and records pertaining to any of the Collateral.

B. Copies of Major Contracts; Assignable Contracts; Consents to Assignment. Promptly and in any event within 10 days after any Major Contract, or any amendment or modification of any Major Contract, is entered into by any Debtor, such Debtor will furnish to the Bank a true and complete copy of such Major Contract, amendment or modification, as the case may be. Each Debtor agrees to use its best efforts, consistent with reasonable business judgment, to cause each

Assigned Contract hereafter entered into expressly to provide that it is assignable to the Bank as collateral security hereunder without the consent of the other party thereto. Without limiting the generality of the foregoing sentence, each Debtor further agrees, with respect to any Assigned Contract that by its terms or otherwise is not legally assignable to the Bank as aforesaid, that if the Bank at any time so requests, such Debtor will use its best efforts to obtain an instrument of acknowledgment and consent in respect of the security interest created pursuant to this §10 in such Contract, duly executed by the other party to such Contract, in each case in form and substance satisfactory to the Bank.

C. Financing Statements. Without the prior written consent of the Bank no Debtor shall file, or authorize or permit an effective filing in any jurisdiction of, any financing statement or like instrument that, in the case of the Borrower or any Subsidiary, names any such Debtor as a debtor or affects the property of any such Debtor in which the Bank is not named as the sole secured party or, in the case of any other Debtor, relates to any property of such Debtor described in this §10 in which the Bank is not named as the sole secured party.

D. Collections, etc. At any time when a Default or an Event of Default shall have occurred and be continuing, the Bank in its discretion may, in its name or in the name of the respective Debtors or otherwise, demand, sue for, collect or receive any money or other property at any time payable or receivable on account of or in exchange for, or make any compromise settlement deemed desirable with respect to, any of the Collateral, but the Bank shall be under no obligation so to do. The Bank may extend the time of payment, arrange for payment in installments, otherwise modify the terms of, or release, any of the Collateral, without thereby incurring responsibility to, or discharging or otherwise affecting any liability of, the respective Debtors. The Bank shall not be required to take steps necessary to preserve any rights against prior parties to any of the Collateral.

E. Defaults, etc. Upon default in the payment when due of any principal of or interest on any Obligation: (1) each Debtor shall, at the request of the Bank, assemble the Collateral at such place or places as the Bank designates in its request, (2) the Bank shall have the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code (whether or not said Code is in effect,

or applicable to any portion of the Collateral, in the jurisdiction where the rights and remedies are asserted) and (3) with respect to the Collateral or any part thereof which shall then be or shall thereafter come into the possession, custody or control of the Bank or any of its agents, the Bank may sell or cause to be sold at such place or places as the Bank deems best, in one or more sales or parcels, at such price or prices as the Bank deems best, and for cash or on credit or for future delivery (without thereby assuming any credit risk), all or any of the Collateral, at public or private sale, without demand of performance, upon 20 days' published notice (which each Debtor agrees is reasonable notice for such purpose under the Uniform Commercial Code) and otherwise in a commercially reasonable manner. The Bank shall not be obligated to make any sale pursuant to any such notice. The Bank may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. The Bank or anyone else may be the purchaser of any or all of the Collateral so sold and may thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any equity

of redemption, of the Debtors, any such demand, notice, right and equity being hereby expressly waived and released. The proceeds of each sale under this Sub-section E shall be applied in accordance with §10(III)B hereof.

F. Application of Amounts, etc. If the Bank so requests at any time when a Default or an Event of Default shall have occurred and be continuing, each Debtor shall forthwith pay to the Bank at its office at 420 Montgomery Street, San Francisco, California 94104 all amounts received by such Debtor upon or in respect of any accounts, contract rights or general intangibles constituting any part of the Collateral and shall appropriately advise the Bank as to the source of such funds. The Bank shall also be entitled to take whatever commercially reasonable steps it may from time to time deem appropriate to obtain payment of such amounts directly from the obligors in respect of such accounts, contract rights or general intangibles. The Bank shall credit all sums so received and all other amounts from time to time received by the Bank upon or in respect of the Collateral (excluding proceeds of sales under §10(I)E hereof) to a cash collateral account on the books of the Bank (making reference to this Agreement), which account and the balance from time to time therein

shall constitute part of the Collateral. On Wednesday in each week (or the next business day, if any Wednesday is not a business day) the Bank shall apply the balance in such collateral account to the payment of all expenses of the Bank reimbursable under §10(III)F hereof, and not theretofore reimbursed to the Bank, and apply the remainder of such balance to the payment of the Obligations, first to accrued interest and then to principal, and otherwise (in accordance with the provisions of §10(III)B hereof).

G. Deficiency. If the proceeds of sale, collection or other realization of or upon the Collateral are insufficient to cover the costs and expenses of such realization and the payment in full of the Obligations, the Borrower shall remain liable for any deficiency.

H. Security. The Bank shall not be obligated to pursue or exhaust its rights or remedies as against the Security before pursuing or enforcing any rights or remedies as against the Collateral.

I. Removals, etc. Without the prior written consent of the Bank, none of the Debtors shall maintain the originals of any books or records with respect to accounts, contract rights, general intangibles or leases at any office other than such Debtor's office the

address of which is set forth below its signature at the end of this Agreement. None of the Debtors shall permit any item of the Collateral that constitutes tangible personal property to be located in any jurisdiction (other than while in transit) except (i) prior to June 1, 1982, a jurisdiction listed with respect to such item on Schedule 6-A, 6-B or 6-C hereto in respect of which the filings contemplated by §8.A(9) to have been effected prior to the making of the initial loan have been so effected or (ii) during any period covered by a certificate of the Debtors furnished pursuant to the penultimate sentence of the second paragraph of §10(III)G hereof, a jurisdiction listed with respect to such item on such certificate in respect of which the accompanying opinion of counsel shall state that all filings and other acts referred to therein for such period have been duly effected; provided that the Debtors may locate any such item in any other jurisdiction within the continental United States of America if with respect to each such movement of such item (1) the Bank shall have received 30 days' prior written notice of the intended location and (2) within five days prior to such intended movement the Bank shall have received an opinion of counsel reasonably satisfactory to the Bank to the same effect as the

opinion of counsel required to be furnished to §10(III)G hereof and that all filings and other acts referred to therein have been duly effected.

(II) SECURITY. As collateral security, equally and ratably, for the payment of all the Obligations, outstanding and to be outstanding, and any and all promissory notes or other instruments from time to time evidencing any Obligations, and all other amounts from time to time payable by the Debtors under this Agreement, the Debtors (each Debtor with respect to the Pledged Shares which may be pledged by such Debtor and any other Security referred to below with respect thereto being, and all Debtors with respect to all Security being collectively, in this §10(II) called the "Pledgor") shall pledge with the Bank certificates evidencing the Pledged Shares owned by it, together with the shares evidenced thereby (such certificates and such shares and any property, other than cash, hereafter paid to or retained by the Bank under §10(II)A(4) hereof being herein collectively called the "Security"); and the Pledgor shall concurrently with the making of the initial loan under this Agreement assign and transfer the Pledged Shares to the Bank for the purposes aforesaid and deliver to the Bank the certificates representing the Pledged Shares, accompanied by duly executed blank stock powers, to be held by the Bank as collateral security as aforesaid. In

furtherance thereof, the Pledgor agrees with the Bank as follows:

A. Transfer, Voting Power, Dividends, etc.

(1) The Bank at any time may have any of the Security registered in its name or in the name of its nominee.

(2) Unless and until an Event of Default shall have occurred and be continuing:

(a) The Pledgor shall be entitled to exercise all powers of voting and/or consent pertaining to the Security or any part thereof, for all purposes not inconsistent with the terms of this Agreement, except that the Pledgor shall not have any right to exercise any such power if the action or omission to act in favor of which the Pledgor intends to exercise such power would affect adversely the value of the Security or any part thereof and such action or omission to act does not provide arrangements satisfactory to the Bank for the prompt payment in full of the Obligations. At least five days before exercising any such power in respect of any action that would have such adverse effect the Pledgor shall inform the Bank in writing of

the action or omission to act in favor of which it intends to exercise such power; and otherwise no such notice need be given to the Bank. It is understood, however, that the voting by the Pledgor of any of the Pledged Shares for the election of directors at any meeting of stockholders and/or with respect to routine matters at such meeting shall not be deemed to have an adverse effect within the meaning of this clause (a), and no notice of any such voting need be given to the Bank.

(b) The Pledgor shall be entitled to receive and retain any dividends on Pledged Shares, which are payable in cash out of and to the extent of earned surplus. All other payments, distributions and/or dividends, in stock, property or cash, including without limitation dividends representing stock or liquidating dividends or a distribution or return of capital, upon or in respect of the Security or any part thereof or resulting from a split-up, revision, reclassification of the Security or any part thereof or received in exchange for the Security or any part thereof as a result of a merger, consolidation or

otherwise, shall be paid, delivered or transferred directly to the Bank immediately upon receipt thereof by the Pledgor and/or shall be retained by the Bank as part of the Security; provided that so long as no Default shall have occurred and be continuing the estate of a deceased Pledgor shall be entitled to receive and retain the purchase price of any shares of the Borrower purchased from said estate pursuant to any mandatory purchase arrangement between the Borrower and such Pledgor that is fully funded by insurance specifically maintained by the Borrower for such purpose.

(c) In order to permit the Pledgor to exercise such powers of voting and/or consent and to receive such dividends as the Pledgor is entitled to receive and retain under clause (b) above, the Bank shall, if necessary, upon the written request of the Pledgor from time to time, execute and deliver to the Pledgor appropriate proxies and dividend orders.

(d) In order to permit the Bank to receive all dividends and distributions to which it may be entitled under clauses (b) and

(c) above, the Pledgor shall, if necessary, upon the written request of the Bank from time to time, execute and deliver to the Bank appropriate dividend and payment orders.

(3) If any Default shall have occurred and while the same is continuing:

(a) Subject to the provisions of §10(III)G hereof the Bank or its nominee or nominees shall have the sole and exclusive right to exercise all powers of voting and/or consent pertaining to the Security or any part thereof.

(b) All dividends and other distributions made upon or in respect of the Security or any part thereof shall be paid directly to and shall be retained by the Bank and held by it as stated in Subsection (4) immediately below.

(4) All property paid to and/or retained by the Bank pursuant to this §10(II) shall be held by it, until applied as herein provided, as additional collateral security pledged under and subject to the terms of this §10(II).

B. Defaults, etc.

(1) Upon default in the payment when due of any principal of or interest on any Obligation, (a) the Bank shall have the rights and remedies available to a secured party under the Uniform Commercial Code as in effect at the time in any jurisdiction in which the Security is located, (b) the Bank may, without being required to give any notice except as hereinafter provided, apply the cash, if any, then held by it as collateral security hereunder to the payment of the Obligations and (c) if there shall be no such cash or the cash so applied shall be insufficient to pay in full all such Obligations, the Bank may sell the Security, or any part thereof, without demand of performance, upon 20 days' published notice (which each Debtor agrees is reasonable notice for such purpose under the Uniform Commercial Code) and otherwise in a commercially reasonable manner, at public or private sale or any broker's board or on any securities exchange, for cash, upon credit or for future delivery, and at such price or prices as the Bank may deem satisfactory. Such notice, in case of public sale, shall state the time and place fixed for such sale as the Bank may fix in the

notice of sale and, in case of sale at broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Security, or that portion thereof so being sold, will first be offered for sale at such board or exchange. The Bank shall not be obligated to make any sale pursuant to any such notice. The Bank may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned.

(2) The Bank is authorized, at any such sale, in its discretion, to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing for their own account, for investment, and not with a view to the distribution or sale of any of the Security. The Bank may be the purchaser of any or all of the Security. Upon any such sale the Bank shall have the right to deliver, assign and transfer to the purchaser thereof the Security so sold. Each purchaser at any such sale shall hold the property sold absolutely, free from any claim or right of

whatsoever kind, including any equity or rights of redemption, of the Pledgor, who hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted. At any such sale the Security may be sold in one lot or as an entirety or in separate parcels as the Bank may determine. The proceeds of each sale under this Subsection B shall be applied in accordance with §10(III)B hereof.

(3) In case of any sale of all or any part of the Security on credit or for future delivery, the Security so sold may be retained by the Bank until the selling price is paid by the purchaser thereof, but the Bank shall not incur any liability in case of the failure of such purchaser to take up and pay for the Security so sold and, in case of any such failure, such Security may again be sold upon like notice.

(4) The Bank, however, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the pledge and sell the Security, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction.

C. Registration. If the Bank determines to exercise its right to sell all or any of the Security and if in the opinion of counsel for the Bank it is necessary, or if in the opinion of the Bank it is advisable, to have such Security registered under the provisions of the Securities Act of 1933, as amended (the "Act"), the Pledgor agrees, at its own expense, to:

(1) execute and deliver, and use its best efforts to cause each issuer of such Security (and the directors and officers of any corporate issuer) to execute and deliver, all such instruments and documents, and to do so or cause to be done all other such acts and things as may be necessary or, in the opinion of the Bank, advisable to register such Security under the provisions of the Act;

(2) use its best efforts to cause the registration statement relating to such registration to become effective and to remain effective for such period as prospectuses are required by law to be furnished, and to make all amendments thereto and/or to the related prospectus which, in the opinion of the Bank, are necessary or desirable, all in conformity with the requirements of the Act and the rules and regulations of the Securities and Exchange Commission applicable thereto;

(3) use its best efforts to qualify such Security under state blue sky or security laws and to obtain the approval of any governmental authorities to the sale of such Security, all as reasonably requested by the Bank; and

(4) at the request of the Bank, indemnify and hold harmless, and cause the issuer whose stock or securities are to be sold to agree to indemnify and hold harmless, the Bank from and against any loss, liability, claim, damage and expense (and reasonable counsel fees incurred in connection therewith) under the Act or otherwise insofar as such loss, liability, claim, damage or expense arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in such registration statement or prospectus or in any preliminary prospectus or any amendment or supplement thereto, or arises out of or is based upon any omission or alleged omission to state therein a material fact required to be stated or necessary to make the statements therein not misleading, such indemnification to remain operative regardless of any investigation made by or on behalf of the Bank and to survive the payment of the Obligations and the termination of this

Agreement; provided that the respective Pledgor and any such issuer shall not be liable in any case to the extent that any such loss, liability, claim, damage or expense arises out of or is based on an untrue statement or alleged untrue statement or an omission or an alleged omission made in reliance upon and in conformity with written information furnished by the Bank or any underwriter or expert.

D. Deficiency. If the proceeds of sale, collection or other realization of or upon the Security are insufficient to cover the costs and expenses of such realization and the payments in full of the Obligations, the Borrower shall remain liable for any deficiency.

E. Collateral. The Bank shall not be obligated to pursue or exhaust its rights or remedies as against the Collateral before pursuing or enforcing any rights or remedies as against the Security.

(III) GENERAL PROVISIONS. The following general provisions shall apply to the Collateral and the Security and this Agreement generally:

A. Private Sale. The Bank shall incur no liability as a result of the sale of the Collateral and/or the Security, or any part thereof, at any private sale. Each Debtor hereby waives any claims against the Bank arising by reason of the fact that the price at which

the Collateral and/or the Security may have been sold at such a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Obligations.

B. Application of Proceeds. The proceeds of any sale of all or any part of the Collateral and/or the Security, and any other cash at the time held by the Bank under this Agreement, shall be applied by the Bank:

First, to the payment of the reasonable costs and expenses of such sale, including reasonable compensation to the Bank and its agents and counsel, and all reasonable expenses, liabilities and advances made or incurred by the Bank in connection therewith;

Next, to the payment of the Obligations, equally and ratably, without priority or preference of any one Obligation over any other Obligation, until the same shall be paid in full; and

Finally, to the payment to the Borrower, or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

If the proceeds of any such sale are insufficient to cover the costs and expenses of such sale, as

aforesaid, and the payment in full of the Obligations, the Borrower shall remain liable for any deficiency.

As used in this Agreement, "proceeds" of the Collateral and/or the Security shall mean cash, securities and other property realized in respect of, and distributions in kind of, the Collateral and/or the Security, including any thereof received under the reorganization, liquidation or adjustment of debt of the Debtor. The Bank may make payments or distributions under this Agreement in cash or in any property or securities received on account of the Collateral and/or the Security or, on a ratable basis, in any combination thereof.

C. Attorney-in-Fact. The Bank is hereby appointed the attorney-in-fact of each Debtor for the purpose of carrying out the provisions of this §10 and taking any action and obtaining any consent or approval and executing any instruments which the Bank may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, after the happening, but only during the continuance, of a Default, the Bank shall have the right and power to receive, endorse and collect all checks made payable to

the order of any Debtor representing any dividend or other distribution in respect of the Collateral or the Security or any part thereof and to give full discharge for the same.

D. Representations. Each Debtor hereby represents and warrants to the Bank that:

(1) Ownership. So long as Obligations remain outstanding, the Debtors at all times shall be the sole beneficial owners of the Collateral and the Security and no lien, charge, encumbrance or other security interest (other than under this Agreement) at any time shall exist upon the Collateral or the Security, except that shares of the Borrower, Sells-Floto or Mattel owned by individual Debtors may be transferred (subject in any case to the security interest of the Bank hereunder in such shares) (a) by testamentary disposition or (b) with prior written notice to the Bank to trusts created for the benefit of their children or other relatives.

(2) Power. No disability or contractual obligation exists that would prohibit the Debtors from granting the security interests and making the pledges as herein provided.

(3) Security. The Security shall at all times include (without limitation) all of the issued and outstanding capital stock of the Borrower, Ringling, Ice Shows and Sells-Floto.

E. Termination. When all Obligations shall have been paid in full this \$10 shall terminate, and the Bank shall forthwith assign, transfer and deliver, against receipt, any remaining Collateral and Security and money received in respect thereof, to or on the order of the Borrower.

F. Expenses. The Debtors jointly and severally agree to pay to the Bank all reasonable out-of-pocket expenses (including expenses for legal services of every kind) of, and incident to, the proper enforcement of any of the provisions of this \$10, or the performance by the Bank of any obligations of any Debtor in respect of the Collateral and/or the Security which any Debtor has failed or refused to perform, or any proper actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement in respect of any of the Collateral or the Security, and for the care of the Collateral and/or the Security and defending or asserting rights and claims of the Bank in respect thereof, by litigation or otherwise, including expenses

of insurance; and all such expenses shall be Obligations to the Bank secured under this §10.

G. Further Assurances. Each Debtor agrees that, from time to time upon the written request of the Bank, it shall execute and deliver such further documents and assurances and do such other acts and things as the Bank may reasonably request in order fully to effect the purposes of this §10 and to establish, perfect and protect the rights and remedies created or intended to be created in favor of the Bank hereunder, including without limitation if requested by the Bank, at the expense of such Debtor, the recording or filing of counterparts hereof and of such other documents with respect hereto, in accordance with the laws of the applicable jurisdictions.

Each Debtor shall make all recordings and filings (including financing statements and continuation statements under any applicable Uniform Commercial Code and filings and recordings under the Interstate Commerce Act, the Copyright Revision Act of 1976 and the Lanham Act) in such places within or without the United States of America as may be necessary or advisable to perfect and protect the security interest created by this Agreement and shall furnish the proof thereof. Each Debtor will, from time to time, do and perform any other act

and will execute, acknowledge, deliver, file, register and record (and will refile, reregister, or rerecord whenever required) any and all further instruments required by law, or reasonably requested by the Bank, for the purpose of perfecting and protecting the Bank's security interest in the Collateral and the Security to the satisfaction of the Bank, and in connection with any such action, will deliver to the Bank proof of such filings and an opinion of such Debtor's counsel reasonably satisfactory to the Bank that such action has been properly taken. The Debtors will also furnish to the Bank on or before June 1, 1982 and on or before each June 1 thereafter, an opinion of counsel reasonably satisfactory to the Bank stating (i) that all action has been taken with respect to the execution and delivery (by any Debtor or otherwise) of instruments and recording, filing, registering, rerecording, refiling and reregistering as is necessary or advisable to perfect and protect the security interest created by this Agreement, describing all such action taken during the prior 12 months, if any, or stating that no such action has been required, and (ii) that no such execution and delivery or recording, filing, registering, rerecording, refiling, or reregistering is necessary during the 12 months immediately following the

date of such opinion, or if any such action is necessary, setting forth the requirements with respect thereto, including without limitation, the date by which such action should be taken, which opinion shall be accompanied by and make reference to a certificate of the Debtors of like date stating as to each item of the Collateral constituting tangible personal property, each jurisdiction in which such item is anticipated to be located at any time during the 12 months immediately following the date of such certificate. The Debtors will pay all costs, charges and expenses incident to any such execution and delivery or filing, refiling, recording, rerecording, registering or reregistering of any such instruments or incident to the taking of such action, including, without limitation, all costs, charges and expenses (including counsel fees and expenses) which may be incurred in taking any such action.

The Debtors agree to affix and maintain in a prominent place on each item of Collateral that constitutes railway rolling stock and on each and every other item of Collateral from time to time designated by the Bank, a plate bearing the inscription "SUBJECT TO A SECURITY INTEREST IN FAVOR OF WELLS FARGO BANK, N.A.",

or such other insignia or identification as may from time to time be requested by the Bank.

H. Remedies Cumulative. No remedy herein conferred upon the Bank in this §10 is intended to be exclusive of any other remedy or to restrict any remedy given by the terms of the Collateral, but every such remedy shall be cumulative and shall be in addition to every other remedy herein or therein conferred or now or hereafter existing at law or in equity or by statute.

§11. DEFAULTS. If any of the following "Events of Default" shall occur and shall be continuing:

A. any material representation or warranty made in §2 or 10(III)D hereof, or in any certificate or other instrument furnished to the Bank under or pursuant to this Agreement, shall prove to have been false or incorrect in any material respect or shall be breached on the date as of which made; or

B. default in the payment or prepayment when due of any principal or of default for three days in the payment when due of interest on the Note or of any fee pursuant to §4 hereof, or default in the performance of any material agreement in either of the Leases or any Major Contract; or

C. default by any Debtor in the performance of any agreement in Subsections H to Q, inclusive, of §9 hereof; or

D. default by any Debtor in the performance of any other agreement herein or in any Assigned Contract which shall remain unremedied for 30 days after written notice thereof shall have been given to the Borrower by the Bank; or

E. any bond, debenture, note or other evidence of Indebtedness for money borrowed (including any Capitalized Lease Obligation) of any Debtor (except Shirley Feld), in an unpaid principal amount exceeding \$10,000, shall become due before stated maturity by the acceleration of the maturity thereof by reason of default or shall become due by its terms and shall not be promptly paid or extended; or

F. any judgment or judgments for the payment of money in excess of \$10,000 in the aggregate shall have been rendered against any Debtor (or any Subsidiary in the case of the Borrower) and the same shall have remained unsatisfied and in effect without stay of execution, for any period of 60 consecutive days; or

G. any Debtor or any Subsidiary shall (1) apply for or consent to the appointment of a receiver, trustee or liquidator of itself or of its property, (2) be

generally unable, or admit in writing its inability, to pay its debts as they mature, (3) make a general assignment for the benefit of creditors, (4) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (5) file a petition in seeking to take advantage of any other law providing for the relief of debtors, (6) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against it in any involuntary case under such Bankruptcy Code or (7) take any action for the purpose of effecting any of the foregoing; or

H. a proceeding or case shall be commenced, without the application or consent of any Debtor or any Subsidiary, in any court of competent jurisdiction, seeking (1) the liquidation, reorganization, dissolution, winding up, or composition or readjustment of debts, of such Debtor or Subsidiary, (2) the appointment of a trustee, receiver, custodian, liquidator or the like of such Debtor or Subsidiary or of all or any substantial part of such Debtor's or Subsidiary's assets, (3) similar relief in respect of such Debtor or Subsidiary under any law providing for the relief of debtors, and such proceedings or case shall continue undismissed, or unstayed and in effect, for a period of 30 days, or an order for relief against any Debtor or any

Subsidiary shall be entered in an involuntary case under such Bankruptcy Code; or

I. either Irvin Feld or Kenneth J. Feld shall cease to be actively engaged in the operation and management of the Borrower, Ringling or Ice Shows, except by reason of death or disability; or neither Irvin Feld nor Kenneth J. Feld shall be the principal executive officer of the Borrower, of Ringling and of Ice; or

J. all or any material part of the property of the Borrower or any Subsidiary shall have been condemned, seized or otherwise appropriated, or custody or control of such property shall have been assumed, by any court, government or governmental agency of competent jurisdiction, and such property shall have been retained for a period of 30 days; or

K. default by any of the Guarantors in the performance of any agreement in the Guaranty Agreements and such default shall continue for a period of 30 days; or

L. the Borrower or any Subsidiary shall fail to meet its minimum funding requirements under ERISA with respect to any of its Plans, or any of its Plans shall be the subject of voluntary or involuntary termination proceedings which may result in an uninsured payment or

repayment liability of the Borrower or any Subsidiary to PBGC in any amount in excess of \$50,000;

THEREUPON, in any such case, the Bank may, by written notice to the Borrower, terminate the Commitment and/or declare the principal of and interest on the Note to be forthwith due and payable, whereupon the same shall become forthwith due and payable (together with the entire financing fee referred to in §4.B hereof), without protest, presentment, notice or demand, all of which are expressly waived by the Borrower, except that if any Event of Default specified in Subsection G or H of this Section shall have occurred, the Commitment shall terminate and the principal of and interest on the Note (together with said financing fee) shall without any notice (which notice is hereby expressly waived by the Borrower) become forthwith due and payable.

§12. NOTICES. All notices, requests and demands shall be given to or made upon the respective parties hereto as follows:

The Borrower, Ringling and Ice Shows:	3201 New Mexico Avenue, N.W. Washington, DC 20016 Attention: General Counsel
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Each Guarantor:	to the address set forth below such Guarantor's name on the signature pages of this Agreement
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The Bank:	420 Montgomery Street San Francisco, CA 94104 Attention: Phillip W. Cardon Vice President
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with a copy to:

Wells Fargo Corporate
Services, Inc.
55 East 52nd Street
New York, NY 10055
Attention: Philip L. Schantz
Vice President-Manager

or at such other address as may be designated in a written notice to the other parties hereto. All notices, requests, consents and demands hereunder shall be effective when duly delivered by hand or when duly deposited in the mails or delivered to the telegraph company, addressed as aforesaid, except that notice to the Bank under §5 hereof shall not be effective until received.

§13. MISCELLANEOUS.

A. Waivers, etc. No failure on the part of the Bank to exercise, and no course of dealing with respect to, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein provided shall be cumulative and not exclusive of any remedies provided by law.

B. Expenses. The Debtors (other than Shirley Feld) jointly and severally agree to pay, whether or not the loan is made hereunder (1) all reasonable out-of-

pocket expenses of the Bank in connection with the preparation, execution and delivery of this Agreement, the Guaranty Agreements and the Note and the making of the loans hereunder, (2) the reasonable fees of counsel to the Bank (and such local counsel as said counsel may consult) in connection with the making and administration of (including any amendment of, modification of or waiver of compliance with) this Agreement, (3) all taxes, if any, upon any documents or transactions pursuant hereto, (4) all expenses incident to compliance with §10 hereof as aforesaid and (5) costs of collection (including reasonable counsel fees) if default is made in the payment of the Note.

C. Offsets, etc. Nothing in this Agreement shall be deemed a waiver or a prohibition of the Bank's rights of banker's lien or offset.

D. Accounting Terms. All accounting terms used herein which are not expressly defined in this Agreement shall have the meanings respectively given to them in accordance with generally accepted accounting principles, all computations made pursuant to this Agreement shall be made in accordance with generally accepted accounting principles and all balance sheets and other financial statements shall be prepared in

accordance with generally accepted accounting principles, except as otherwise provided herein.

E. Publicity. The Borrower shall not, without the prior written approval of the Bank, make or authorize any publicity release, advertisement, public statement or announcement regarding the transactions contemplated by this Agreement.

F. Jurisdiction, Service of Process. Any suit, action, or proceeding against any of the Debtors with respect to this Agreement, any of the Guaranty Agreements or the Note may be brought in the Supreme Court of the State of New York, County of New York, or in the United States District Court for the Southern District of New York, and each of the Debtors hereby submits to the non-exclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding. Each of the Debtors hereby agrees that service of all writs, process and summonses in any such suit, action or proceeding brought in the State of New York may be made upon Messrs. Reavis & McGrath (the "Process Agent"), with an office at the date hereof at 345 Park Avenue, New York, New York 10154, and each of the Debtors hereby irrevocably appoints the Process Agent its true and lawful attorney-in-fact in its name, place and stead to accept such service of any and all such writs, process

and summonses, and agrees that the failure of the Process Agent to give any notice of any such service of process to any of the Debtors shall not impair or affect the validity of such service or of any judgment based thereon. Each of the Debtors hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement, any of the Guaranty Agreements or the Note brought in the Supreme Court of the State of New York, County of New York, or the United States District Court for the Southern District of New York, and hereby further irrevocably waives any claim that any such suit, action or proceeding has been brought in an inconvenient forum.

G. Participation. The Bank reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, the Bank's rights and benefits hereunder and under the Note, the Guaranty Agreements or any other collateral documents relating hereto. In connection therewith the Bank may disclose any and all documents and information that the Bank now has or may hereafter have relating to the loans hereunder, the Borrower and its Subsidiaries or their business, any Guarantor or the business of such Guarantor or any Collateral or Security for such loans.

H. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Bank and the Debtors, and their respective successors and assigns, and their respective heirs, executors and administrators.

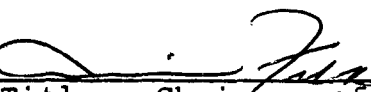
I. Partial Release. Any one or more of the Debtors may be released from its or their obligations hereunder and/or under any of the Guaranty Agreements or any or all of the Collateral and/or Securities and/or any other collateral or security granted to the Bank to secure any of the Obligations may be released, at any time or from time to time without affecting the liability of any other Debtor not so released.

J. Governing Law. This Agreement and the Note and all rights hereunder and thereunder shall be construed in accordance with and governed by the law of the State of New York.


K. Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

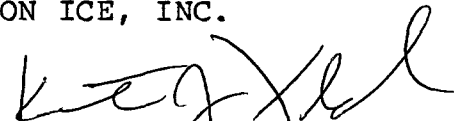
IRVIN FELD AND KENNETH FELD
PRODUCTIONS, INC.

By 
Title: Chairman of the Board
Address of chief executive office:
3201 New Mexico Avenue, N.W.
Washington, D.C. 20016

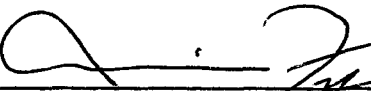
RINGLING BROS.-BARNUM & BAILEY
COMBINED SHOWS, INC.


By 
Title: President
Address of chief executive office:
3201 New Mexico Avenue, N.W.
Washington D.C. 20016


ICE FOLLIES AND HOLIDAY
ON ICE, INC.

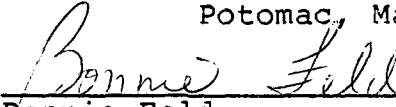
By 
Title: President
Address of chief executive office:
3201 New Mexico Avenue, N.W.
Washington, D.C. 20016


SELLS-FLOTO, INC.


By 
Title: President
Address of chief executive office:
3201 New Mexico Avenue, N.W.
Washington, D.C. 20016

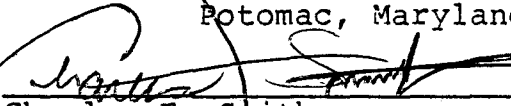

Irvin Feld
Address: 2801 New Mexico Avenue, N.W.
Washington, D.C. 20007

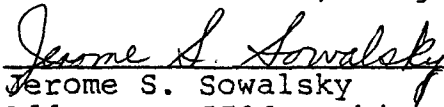

 Kenneth J. Feld
 Address: 9112 Falls Bridge Lane
 Potomac, Maryland 20854

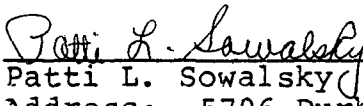

 Bonnie Feld
 Address: 9112 Falls Bridge Lane
 Potomac, Maryland 20854

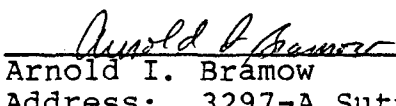

 Allen J. Bloom
 Address: 9901 Meridan Road
 Potomac, Maryland 20854

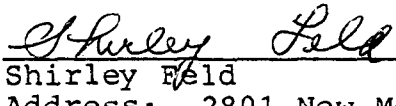

 Susan Bloom
 Address: 9901 Meridan Road
 Potomac, Maryland 20854


 Charles F. Smith
 Address: 312 Ayito Street, S.E.
 Vienna, Virginia 22180


 Jerome S. Sowalsky
 Address: 5706 Durbin Road
 Bethesda, Maryland 20817


 Patti L. Sowalsky
 Address: 5706 Durbin Road
 Bethesda, Maryland 20817


 Arnold I. Bramow
 Address: 3297-A Sutton Place, N.W.
 Washington, D.C. 20016



 Shirley Feld
 Address: 2801 New Mexico Avenue, N.W.
 Washington, D.C. 20007

WELLS FARGO BANK, N.A.

By: 
 Title: Authorized Signature

DISTRICT)
 OF) ss:
COLUMBIA)


On this 17th day of March, 1982, before me personally appeared Irvin Feld, to me personally known, who being by me duly sworn, says that he is the Chairman of the Board of Irvin Feld and Kenneth Feld Productions, Inc., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Martha L. Harris
Signature of Notary Public
MARTHA L. HARRIS
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 1985

DISTRICT)
 OF) ss:
COLUMBIA)


On this 17th day of March, 1982, before me personally appeared Irvin Feld, to me personally known, who being by me duly sworn, says that he is the President of Ringling Bros.-Barnum & Bailey Combined Shows, Inc., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Martha L. Harris
Signature of Notary Public
MARTHA L. HARRIS
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 1985
My Commission Expires _____

DISTRICT)
OF) ss:
COLUMBIA)


On this 17th day of March, 1982, before me personally appeared Kenneth J. Feld, to me personally known, who being by me duly sworn, says that he is the President of Ice Follies and Holiday on Ice, Inc., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Martha L. Harris
Signature of Notary Public
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 1985

DISTRICT)
OF) ss:
COLUMBIA)

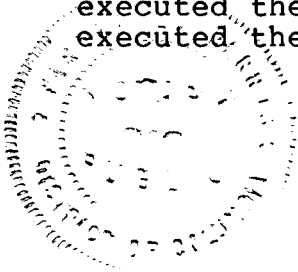
On this 17th day of March, 1982, before me personally appeared Irvin Feld, to me personally known, who being by me duly sworn, says that he is the President of Sells-Floto, Inc., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

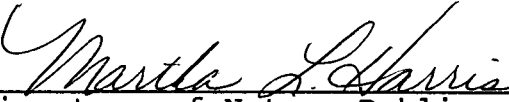


Martha L. Harris
Signature of Notary Public
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 1985

DISTRICT)
OF) ss:
COLUMBIA)

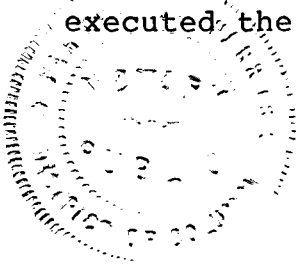
On this 17th day of March, 1982, before me personally appeared Irvin Feld, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

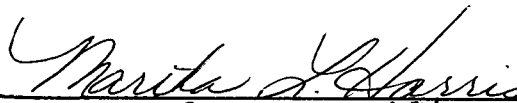



Signature of Notary Public
MARTHA L. HARRIS
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 1985

DISTRICT)
OF) ss:
COLUMBIA)

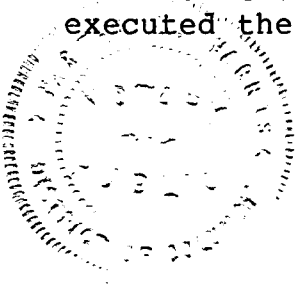
On this 17th day of March, 1982, before me personally appeared Kenneth J. Feld, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.





Signature of Notary Public
MARTHA L. HARRIS
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 1985

DISTRICT)
OF) ss:
COLUMBIA)

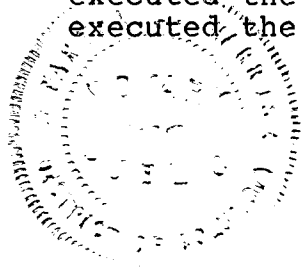
On this 17th day of March, 1982, before me personally appeared Bonnie Feld, to me known to be the person described in and who executed the foregoing instrument and she acknowledged that she executed the same as her free act and deed.




Signature of Notary Public
MARTHA L. HARRIS
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 1985

DISTRICT)
OF) ss:
COLUMBIA)

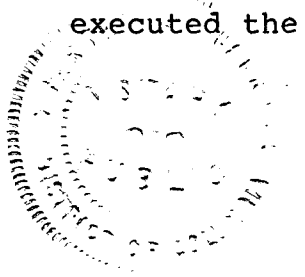
On this 17th day of March, 1982, before me personally appeared Allen J. Bloom, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.



Martha L. Harris
Signature of Notary Public
MARtha L. HARRIS
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 1985
My Commission Expires

DISTRICT)
OF) ss:
COLUMBIA)

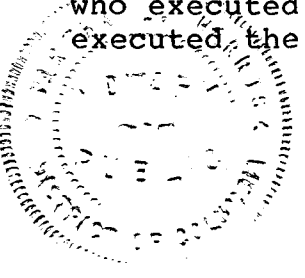
On this 17th day of March, 1982, before me personally appeared Susan Bloom, to me known to be the person described in and who executed the foregoing instrument and she acknowledged that she executed the same as her free act and deed.



Martha L. Harris
Signature of Notary Public
MARtha L. HARRIS
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 1985
My Commission Expires

DISTRICT)
OF) ss:
COLUMBIA)

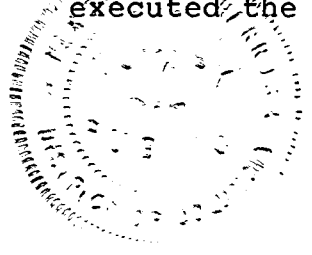
On this 17th day of March, 1982, before me personally appeared Charles F. Smith, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.



Martha L. Harris
Signature of Notary Public
MARtha L. HARRIS
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 1985
My Commission Expires

DISTRICT)
OF) ss:
COLUMBIA)

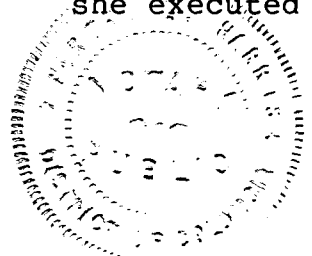
On this 17th day of March, 1982, before me personally appeared Jerome S. Sowalsky, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.



Martha L. Harris
Signature of Notary Public
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 1985

DISTRICT)
OF) ss:
COLUMBIA)

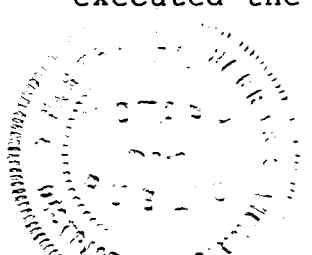
On this 17th day of March, 1982, before me personally appeared Patti L. Sowalsky, to me known to be the person described in and who executed the foregoing instrument and she acknowledged that she executed the same as her free act and deed.



Martha L. Harris
Signature of Notary Public
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 1985

DISTRICT)
OF) ss:
COLUMBIA)

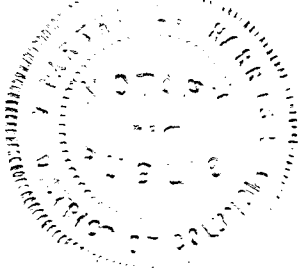
On this 17th day of March, 1982, before me personally appeared Arnold I. Bramow, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

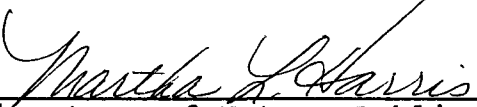


Martha L. Harris
Signature of Notary Public
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 1985

DISTRICT)
OF) ss:
COLUMBIA)

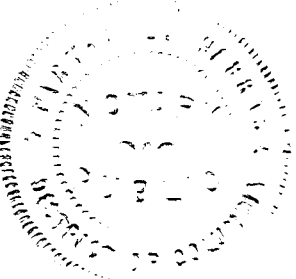
On this 17th day of March, 1982, before me personally appeared Shirley Feld, to me known to be the person described in and who executed the foregoing instrument and she acknowledged that she executed the same as her free act and deed.

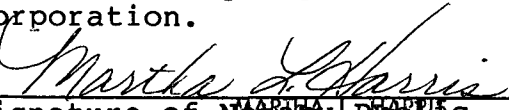



Signature of ~~Martha L. Harris~~
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 1985

DISTRICT)
OF) ss:
COLUMBIA)

On this 17th day of March, 1982, before me personally appeared Philip L. Schantz, to me personally known, who being by me duly sworn, says that he is the Attorney-In-Fact of Wells Fargo Bank, N.A., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.




Signature of ~~Martha L. Harris~~
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 1985

SECURED PROMISSORY NOTE

\$ _____

March __, 1982

FOR VALUE RECEIVED, IRVIN FELD AND KENNETH FELD PRODUCTIONS INC., a Delaware corporation (herein called the "Borrower"), hereby promises to pay to WELLS FARGO BANK, N.A. (herein called the "Bank"), or order, at the Bank's principal office at 420 Montgomery Street, San Francisco, California 94104, the principal sum of \$_____ (or such lesser amount as shall equal the outstanding balance of the loans made by the Bank to the Borrower under the Credit and Security Agreement referred to below), in lawful money of the United States, on the Commitment Termination Date (as defined in said Credit and Security Agreement), and to pay interest from the date hereof on said principal sum, or the unpaid balance thereof, in like money, at said office, monthly on the fifteenth day of each month in each year, and upon payment of this note in full, at a rate per annum (determined on the basis of a year of 360 days and actual days elapsed) at all times equal to 1% above the prime commercial rate ("Prime Rate") from time to time announced by the Bank at said office. Each change in the interest rate hereon resulting from a change in such Prime Rate shall become effective on the date on which such Prime Rate

becomes effective. Overdue principal shall bear interest at a rate per annum equal to the greater of 1% above the interest rate in effect when such installment becomes overdue or 2% above such Prime Rate. The Borrower hereby authorizes the Bank to record on the schedule attached to this note all loans made by the Bank under §3 of said Credit and Security Agreement and all payments and prepayments of the principal hereof, it being understood that failure to make any such notation shall not affect the obligations of the Borrower hereunder or under said Credit and Security Agreement in respect of such loans.

This note is the Note referred to in the Credit and Security Agreement dated as of March 17, 1982 among the Borrower, certain Guarantors and other Debtors referred to therein and the Bank, is subject to the terms and conditions thereof and is entitled to the security and benefits provided thereby and by the Guaranty Agreements referred to therein.

Upon the occurrence of an Event of Default, as defined in said Credit and Security Agreement, and not remedied as therein provided, the principal hereof and accrued interest hereon may be declared to be forthwith due and payable as provided in said Credit and Security Agreement. The Borrower agrees to pay costs of collection

(including reasonable counsel fees) in case default occurs in the payment of this Note.

This note is subject to optional prepayments, in whole or in part, and also to required prepayments, all as specified in said Credit and Security Agreement.

IRVIN FELD AND KENNETH FELD
PRODUCTIONS, INC.

By _____
Title:

LOANS, PREPAYMENTS AND PAYMENTS OF PRINCIPAL

Date of Loan, Prepayment or Payment	Principal Amount of Loan	Amount of Principal Prepaid or Paid	Unpaid Principal Balance	Notation Made By
--	--------------------------------	--	--------------------------------	---------------------

GUARANTY AGREEMENT

GUARANTY AGREEMENT dated as of March 17, 1982, from
(the "Guarantor") to
Wells Fargo Bank, N.A., a national banking association (the
"Bank").

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of the date hereof (the "Credit Agreement") among Irvin Feld and Kenneth Feld Productions, Inc., a Delaware corporation (the "Borrower"), Ringling Bros.-Barnum & Bailey Combined Shows, Inc., a Delaware corporation ("Ringling"), certain other Debtors named therein (including the Guarantor) and the Bank, the Bank has agreed to extend credit to the Borrower by making revolving credit loans to the Borrower from time to time in an aggregate outstanding principal amount of up to \$19,000,000, said loans to be made against and evidenced by a promissory note of the Borrower (the "Note"), in the form of Exhibit A to the Credit Agreement; and

WHEREAS, one of the conditions to the making of said loans is that the Guarantor shall guarantee payment of the Obligations referred to below as hereinafter provided; and

WHEREAS, the Borrower proposes to purchase all of the outstanding stock of Ringling, in part with the proceeds of the initial loan under the Credit Agreement; and

WHEREAS, the [Guarantor is/the Guarantor's spouse is] [an officer of Ringling and/the holder of certain licenses and permits to operate food and novelty concessions for circus and ice skating shows produced by Ringling and its subsidiary and is] the owner of _____ shares of the common stock of the Borrower and, in view of the Guarantor's relation to Ringling and the Borrower and the Guarantor's interest in the Borrower's purchase, the Guarantor will derive substantial benefit from the extension of credit to the Borrower under the Credit Agreement;

NOW, THEREFORE, in order to induce the Bank to extend credit to the Borrower as aforesaid, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Guarantor hereby covenants and agrees as follows:

1. The Guarantor hereby unconditionally and irrevocably guarantees to the Bank, its successors and assigns and each subsequent holder of the Note (a) the full and prompt payment of the aggregate principal amount of and interest, fees and other charges payable in respect of (i) the obligations of the Borrower in respect of the loans to be made under the Credit Agreement and the Note and (ii) the obligations of the Borrower in respect of all other amounts from time to time payable by it under the Credit Agreement (such aggregate amount so guaranteed being herein called the "Obligations"), when due, whether at accelerated maturity or otherwise, in accordance with the terms hereof and of the Credit Agreement and the Note, (b) in the event of any extension of time of payment or renewal of any of the Obligations, the full and prompt payment of the same when due, whether at accelerated maturity or otherwise, in accordance with the terms of such extension or renewal and (c) failing payment when due of any amount so guaranteed for whatever reason, the Guarantor shall be obligated to pay, and shall pay, the same immediately[; provided, however, that the Guarantor's liability to the Bank hereunder in respect of the Obligations shall be limited to \$10,000,000].*

2. The liability of the Guarantor under this Agreement shall be absolute and unconditional without regard to (i) the validity or enforceability of the Credit Agreement, the Note or any of the Obligations, or any collateral security therefor, or any other agreement or instrument relating thereto, or (ii) any defense, offset or counterclaim which may at any time be available to or be asserted by the Borrower or the Guarantor or any other person against the Bank and which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower from the Obligations or of the Guarantor under this Agreement, in bankruptcy or in any other instance; it being the intent of the Guarantor that the Guarantor's obligations hereunder shall not be discharged except by payment as herein provided, and then only to the extent of such payment or payments. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of or in respect of any of the Obligations is

* This language to appear only in the Guaranty Agreement to be signed by Irvin Feld.

rescinded or is otherwise legally required to be restored or returned by the Bank upon the insolvency, bankruptcy or reorganization of the Borrower or any other guarantor or surety or otherwise, all as though such payment had not been made.

3. The Guarantor hereby waives (i) promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations and this Agreement, (ii) notice of any borrowing under the Credit Agreement and any requirement that the conditions precedent to said borrowing as stated in the Credit Agreement be satisfied, (iii) any requirement that the Bank exhaust any right or take any action against the Borrower or any other person or entity or security and (iv) presentment, protest, demand of payment and all other notices and demands whatsoever, including notice of default or nonpayment, with respect to the Note.

4. No payment by the Guarantor or setoff or application of funds of the Guarantor by the Bank shall entitle the Guarantor, by subrogation to the rights of the Bank or any other guarantor or surety or otherwise, to any payment by the Borrower or any other guarantor or surety or otherwise out of any collateral security held by the Bank for the payment of the Obligations, except after payment in full of all amounts from time to time owing to the Bank by the Borrower on account of the Obligations and the termination of the Credit Agreement.

5. The Guarantor agrees that if the Guarantor shall default in the performance of the Guarantor's obligations hereunder and this Agreement is placed in the hands of an attorney for collection, or suit is filed hereon, or proceedings are had in bankruptcy, probate, receivership, reorganization, arrangement, or other judicial proceedings for the establishment or collection of any amount or performance called for hereunder, or any amount payable or to be payable hereunder is collected through any such proceedings, the Guarantor will also pay to the owner and holder of this Agreement amounts as shall be sufficient to cover attorney's fees and collection fees.

6. It is expressly agreed that the liability of the Guarantor for payment of the Obligations in accordance with the terms hereof and of the Credit Agreement and the Note shall be primary and not secondary.

7. The Bank or any holder of the Note may enforce the obligations undertaken by the Guarantor by action taken

against the Guarantor alone or by action against any two or more (but not necessarily all) other guarantors or sureties jointly. Any one or more of such other guarantors or sureties may be released from its or their obligations in respect of the Obligations at any time and from time to time without affecting the liability of the Guarantor hereunder, if not expressly so released.

8. This Agreement is a continuing guaranty and shall (i) remain in full force and effect until payment in full of the Obligations and all other amounts payable under this Agreement, (ii) be binding upon the Guarantor and its successors and assigns and the Guarantor's heirs, executors and administrators and (iii) inure to the benefit of and be enforceable by the Bank and its successors and assigns, including each subsequent holder of the Note.

9. No failure to exercise and no delay in exercising on the part of the Bank any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other further exercise thereof or the exercise of any other right, power or privilege.

10. The Guarantor represents and warrants to the Bank that this Agreement has been duly [authorized,] executed and delivered by the Guarantor and constitutes the legal, valid and binding agreement of the Guarantor, enforceable in accordance with its terms, and neither the execution and delivery hereof nor the consummation of any of the transactions by the Guarantor contemplated hereby or compliance by the Guarantor with any of the terms and provisions hereof will contravene any law, rule or regulation binding on the Guarantor or any order, judgment, injunction, decree or award applicable to the Guarantor or result in any breach of, or constitute any default under, or (except as contemplated by the Credit Agreement) result in the creation of any lien, charge or encumbrance upon any property of the Guarantor under, any indenture, mortgage, chattel mortgage, deed of trust, conditional sale contract, bank loan or credit agreement or other agreement or instrument to which the Guarantor is a party or by which the Guarantor or properties of the Guarantor may be bound or affected.

11. The Guarantor covenants and agrees that the Guarantor will not, directly or indirectly, (i) sell, lease or otherwise dispose of any substantial part of the Guarantor's assets except rollovers from time to time of

short-term investments), the value of which is reflected in the financial statements referred to in paragraph 12 hereof, to any person, or ~~(ii)~~ cause, permit or suffer any substantial part of its assets to be or become subject to any mortgage, lien, pledge, adverse claim, charge, security interest or other encumbrance. For purposes of this paragraph, a "substantial part" of the assets of the Guarantor shall have the meaning set forth in Appendix I hereto.

12. The Guarantor has delivered to the Bank the information concerning the Guarantor's financial condition described in Appendix II hereto. Said information is correct and complete in all material respects and fairly presents the financial condition of the Guarantor [and the Guarantor's spouse] as of the date therein stated and has been prepared in accordance with generally accepted accounting principles. There have been no changes in the assets, liabilities or condition (financial or otherwise) of the Guarantor [and the Guarantor's spouse] from those set forth in said Appendix II except for changes which have not either individually or in the aggregate been materially adverse.

13. The Guarantor covenants and agrees that the Guarantor shall deliver to the Bank from time to time, with reasonable promptness, such further information as to the financial condition of the Guarantor [and the Guarantor's spouse] as the Bank may reasonably request, and in any event within 120 days following the last day of each taxable year of the Guarantor, information (in form and substance similar to the information described in Appendix II hereto) concerning the financial condition of the Guarantor [and the Guarantor's spouse] as at the end of and for such taxable year.

14. All notices, requests and demands hereunder shall be given to or made upon the Guarantor in writing and delivered or mailed, first class postage prepaid, at the address set forth after the Guarantor's signature below.

15. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

16. The Guarantor hereby waives acceptance of this Agreement by the Bank or any holder of the Note.

IN WITNESS WHEREOF, the Guarantor has caused this Agreement to be duly executed as of the day and year first above written.

[name and address of Guarantor]

APPENDIX II

FINANCIAL INFORMATION OF THE GUARANTOR

[Description of Financial Statements]

MAJOR EXISTING CONTRACTS

<u>NAME</u>	<u>DATE</u>	<u>CONTRACT</u>	<u>TYPE</u>	<u>ASSIGNMENT</u>	
Irvin Feld	02/04/74	Irvin Feld/ Ringling Bros.	Employment Contract	No Provision for Assignment	*
Kenneth Feld	02/04/74	Kenneth Feld/ Ringling Bros.	Employment Contract	No Provision for Assignment	*
Allen Bloom	02/04/74	Allen Bloom/ Ringling Bros.	Employment Contract	No Provision for Assignment	*
Charles F. Smith	02/04/74	Charles F. Smith/ Ringling Bros.	Employment Contract	No Provision for Assignment	*
Siggun, Inc.	11/25/81	Siggun, Inc./ Ringling Bros.	Management Agreement	None	*
Gunther Gebel	11/25/81	Siggun, Inc. Ringling Bros.	Employment Contract	None	*
Frontier Hotel	11/24/80	Frontier Hotel/ Division of Summa Corporation/ Ringling Bros.	Entertainment Contract	Consent Required	*
Siegfried Fischbacher & Roy Uwe Ludwig	08/08/80	Siegfried and Roy Enterprises, Inc./ Ringling Bros.	Entertainment Agreement	Consent Required	*
Walt Disney Productions	04/01/80	Walt Disney Productions, Inc./ Ice Follies	License Agreement	Consent Required	*
Sells-Floto, Inc.	02/04/74 Amended 02/21/77 03/19/79	Sells-Floto/ Ringling Bros./ Ice Follies	Concession Rights Contract	Can Be Assigned But Agreement Must Be Kept in Full Force and Effect.	
2nd Disney Show	02/18/82	Hagenbeck- Wallace/Eaves- Brooks Costume Manufacturing Corp.	Manufacture Costumes	Can Be Assigned Without Consent	
Mattel, Inc.	01/31/82	Purchase Agree- ment referred to herein			

EXISTING ARENA CONTRACTS **SIX LARGEST ENGAGEMENTS

<u>ENGAGEMENT</u>	<u>CONTRACT</u>	<u>DATES</u>	<u>ASSIGNMENT</u>
1. New York City, NY	Ringling Bros./ Madison Square Garden Center, Inc.	1977 - 1983	With Consent of * Parties
2. Philadelphia, PA	Ringling Bros./ Spectrum, Ltd.	1979 - 1983	With Consent of * Parties
3. Rosemont, IL	Ringling Bros./ Village of Rosemont	1980 - 1989	With Consent of * Parties
4. Boston, MA	Ringling Bros./ New Boston Garden Corp.	1979 - 1983	With Consent of * Parties
5. Boston, MA	Ice Follies/ New Boston Garden Corp.	1981 - 1983	Not Mentioned
6. Chicago, IL	Ice Follies/ Chicago Stadium Corp.	1979 - 1998	Not Mentioned

** All existing arena contracts listed on
this page are Major Contracts.

ICE FOLLIES AND HOLIDAY ON ICE, INC.

MISCELLANEOUS EMPLOYMENT CONTRACTS

Performers	Approximately 145 performers are covered by a master AGVA contract for the years 1980-1982. Individual performer contracts are generally for one show season.
Stagehands	Approximately 21 stagehands are members of IATSE. They are employed under conditions outlined in an Executive Board ruling for the years 1980-1982. Individual employment contracts are for one show season.
Musicians	8 traveling musicians are covered by a master contract with the A.F. of M for the years 1980-1982.

RINGLING BROS. - BARNUM & BAILEY COMBINED SHOWS, INC.

MISCELLANEOUS EMPLOYMENT CONTRACTS

Performers	Approximately 260 performers are covered by a master AGVA contract for the years 1980-1982. Individual performer contracts are generally for one year.
Musicians	10 musicians are covered by a master contract with the A.F. of M for the years 1981-1983.
Workingmen	Approximately 210 employees are covered by a master Teamster contract covering the years 1981-1983.

VARIOUS CONTRACTS AND LEASES

1. Various immaterial agreements with agencies providing future advertising support.
2. Various equipment leases used in the ongoing functions to provide administrative support to the business.
3. Various leases for vehicles used in conjunction with conducting business.
4. Leases with outside service bureau for the processing of payroll, accounts payable and general ledger systems.
5. Insignificant office and warehouse leases for properties located throughout the country.
6. Various license agreements for the use of trademarks.
7. One employment contract for an individual acting as an officer for Ice Follies and Holiday on Ice, Inc.
8. Various employment agreements with performers which are longer than one year and do not warrant specific identification.

5

SIGNIFICANT LEASES *

Lessor: 3201 Associates
Location: 3201 New Mexico Avenue, N.W.
Washington, D.C. 20016
Expiration Date: October 1989
Options: Two additional periods of 5 years each.

Lessor: City of Venice
Location: Winter Quarters
Airport Road & Base Street
Venice, Florida 33595
Expiration Date: January 1990
Options: One 20 year option.

Sublease: Creative Associates
Location: 3201 New Mexico Avenue, N.W.
Washington, D.C. 20016
Expiration Date: October 1986
Options: None

* All are Major Contracts

RINGLING BROS.-BARNUM & BAILEY COMBINED SHOWS, INC.

MISCELLANEOUS CONTRACTS

Railroad contracts (annually) for Red and Blue unit team movements from point to point with various major railroads.

Agreement with Bulgarian State Circus for Circus performers for the 1982/83 show season.

License agreements with various consumer product companies for the use of Ringling's name and trademark and for foreign telecast of various television shows produced in past years.

Employment contract with John Ringling North and Henry Ringling providing for lifetime employment and compensation. John Ringling North's contract provides that in the event of a future public stock offering, he will have the right to purchase 10% of the stock offered at a 20% discount. This right terminates at his death.

PLEDGED SHARES

A. Shares of Irvin Feld and Kenneth Feld Productions, Inc. a Delaware corporation:

<u>No. of Shares</u>	<u>Class</u>	<u>% of Outstanding Shares of Class</u>	<u>Shareholders</u>
55,680	Common	29%	Irvin Feld
64,320	"	33.5%	Kenneth Feld
9,600	"	5%	Shirley Feld
14,400	"	7.5%	Allen J. Bloom
9,600	"	5%	Charles F. Smith
3,840	"	2%	Arnold I. Bramow
28,800	"	15%	Sells-Floto, Inc
1,920	"	1%	Shirley Feld (Nominee)
3,840	"	2%	Jerome S. Sowalsk
1,484.4 ⁵	Preferred*	7.9%	Shirley Feld
2,226.7	"	11.8%	Allen J. Bloom
1,484.4 ³	"	7.9%	Charles F. Smith
593.8	"	3.15%	Arnold I. Bramow
12,120	"	64.5%	Sells-Floto, Inc
296.7	"	1.6%	Shirley Feld (Nominee)
593.8	"	3.15%	Jerome S. Sowalsk

(*Preferred shares are subscribed and paid for but not issued as of the date hereof)

B. Shares of Ringling Bros.-Barnum & Bailey Combined Shows, Inc. a Delaware corporation (name changed from Handfield Corporation by amendment to Certificate of Incorporation filed in the State of Delaware on):

<u>No. of Shares</u>	<u>Class</u>	<u>% of Outstanding Shares of Class</u>	<u>Shareholders</u>
10	Common	100%	Irvin Feld and Kenneth Feld Productions, Inc.

SCHEDULE 2 (Cont'd.)

C. Ice Follies and Holiday on Ice, Inc., a Delaware corporation (name changed from Mattel Future, Inc., by amendment to Certificate of Incorporation filed in the State of Delaware on MAY 15, 1979):

<u>No. of Shares</u>	<u>Class</u>	<u>% of Outstanding Shares of Class</u>	<u>Shareholders</u>
10	Common	100%	Ringling Bros.-Barnum & Bailey Combined Shows, Inc.

D. Sells-Floto, Inc., a Delaware corporation:

<u>No. of Shares</u>	<u>Class</u>	<u>% of Outstanding Shares of Class</u>	<u>Shareholders</u>
1000	Common	100%	Irvin Feld, voting Trustee
			Irvin Feld, voting Trustee

E. Mattel, Inc., a Delaware corporation:

<u>No. of Shares</u>	<u>Class</u>	<u>% of Outstanding Shares of Class</u>	<u>Shareholders</u>
100,000	Common	-	Irvin Feld
9,000 **	"	-	Irvin Feld
1	"	-	Kenneth Feld
24,683	"	-	Kenneth Feld
5,000 **	"	-	Kenneth Feld

(**These are being issued pursuant to the exercise of stock options and have not been delivered to the shareholders as of the date hereof.)

SUBSIDIARIES OF THE BORROWER

(giving effect to consummation of the Purchase Agreement)

<u>Name</u>	<u>Jurisdiction of Incorporation</u>	<u>Owner of Out- standing Shares</u>
Ringling Bros. - Barnum & Bailey Combined Shows, Inc. ("Ringling")	Delaware	Borrower
Ice Follies and Holiday on Ice, Inc.	Delaware	Ringling
Hagenbeck & Wallace, Inc.	Delaware	Ringling
Three Ring Advertising, Inc.	Delaware	Ringling
Feld Bros. Management Corp.	Delaware	Ringling
Klowns Publishing Co., Inc.	Delaware	Ringling
Ringling Bros. Publishing, Inc.	Delaware	Ringling
Ringling Bros. Records, Inc.	Delaware	Ringling
Trapeze Publishing Co., Inc.	Delaware	Ringling

SCHEDULE 4

Sells-Floto, Inc. guaranty of indebtedness of certain of its officers to Barnett Bank of Polk County, Florida in an amount not to exceed \$600,000 in the aggregate at any one time.

PRINCIPAL
TRADEMARKS OWNED BY
RINGLING BROS.-BARNUM & BAILEY COMBINED SHOWS, INC. (Delaware corporation)

REGISTERED IN U.S. PATENT OFFICE

Mark	Reg. No.	Date of Regn.	Class	Goods	Status
RINGLING BROS and BARNUM & BAILEY	870,254	5/27/69	107	Entertainment services in the form of a Circus.	Affs.\$8 & 15 due in yr. after 5/27/75; Renewal due 5/27/89
RINGLING BROS. and BARNUM & BAILEY CIRCUS	930,058	2/29/72	38	Stereo pictures.	Affs.\$8 & 15 due in yr. after 2/29/77; Renewal due 2/29/92
RINGLING BROS. and BARNUM & BAILEY and Design	889,866	4/21/70	107	Entertainment services in the form of a Circus.	Affs.\$8 & 15 due in yr. after 4/21/75; Renewal due 4/21/90
RINGLING BROS. and BARNUM & BAILEY and Design	937,019	7/4/72	22	Swing sets, gymnasium equipment, balance beams, merry-go-rounds,climbers, hand bars, and the like;	Affs.\$8 & 15 due in yr. after 7/4/77; Renewal due 7/4/92
			39	Children's costumes - namely, clown suits, monkey suits, and the like;	
			50	Novelty hats and plastic place mats.	
THE GREATEST SHOW ON EARTH	787,963	4/6/65	107	Entertainment services in the nature of a series of television programs.	Incontestable; Renewal due 4/6/85

TRADEMARKS OWNED BY
RINGLING BROS.-BARNUM & BAILEY COMBINED SHOWS, INC. (Delaware corporation)

REGISTERED IN U.S. PATENT OFFICE

Mark	Reg. No.	Date of Regn.	Class	Goods	Status
THE GREATEST SHOW ON EARTH	724,946	12/5/61	107	Entertainment services in the nature of a Circus.	Incontestable; Renewal due 12/5/81
THE GREATEST SHOW ON EARTH and Design of World Globe	724,947	12/5/61	107	Entertainment services in the nature of a Circus.	Incontestable; Renewal due 12/5/81

TANGIBLE PERSONAL ASSETS OF BORROWER

None

TANGIBLE PERSONAL ASSETS OF RINGLING

Railroad (see detail attached)

Animals (see detail attached)

Equipment

Red Unit (On tour)

Blue Unit (on tour)

Venice, Florida

Washington, D.C.

Las Vegas, Nevada

Costumes

Red Unit (on tour)

Blue Unit (on tour)

Las Vegas, Nevada

Props

Red Unit (on tour)

Blue Unit (on tour)

Las Vegas, Nevada

Sarasota, Florida

Memorabilia

Sarasota, Florida

(see attached itineraries for location of unit property)

TRAIN INVENTORYCENTER ROAD, VENICE

<u>Car#</u>	
602	Coach
604	Coach
606	Coach
864	Coach - Southern car Amtrak 5299
25	Shop
754	Shop
759	Shop
2069	Storage
135	Train Parts Storage
78	Old Blue Coach

PALMETTO, FLORIDA

<u>Car#</u>	
157	Hickory Creek Coach
140	Coach
50	Coach
141	Coach
152	Coach
149	Coach
142	Coach
22	Flat
223	Bilevel
127	Tunnel
128	Tunnel

BLUE SHOW

<u>Car#</u>	
130	Stock Car
131	Stock Car
132	Stock Car
133	Stock Car
134	Stock Car
75	Storage/coach
76	Coach
78	Coach
79	Coach
80	Coach
81	Pie Car/Office/Generator (2)
82	Coach
83	Coach
84	Coach
85	Coach
86	Coach
87	Coach
88	Coach
89	Coach
90	Coach
91	Coach

<u>Car#</u>	
92	Coach
93	Coach
94	Coach/generator (2)
95	Coach
96	Coach
97	Coach
98	Coach
100	Coach
101	Flat
102	Flat
103	Flat
104	Flat
105	Flat
106	Flat
107	Flat
108	Flat
109	Flat
110	Flat
129	Bilevel

RED SHOW

<u>Car#</u>		<u>Car#</u>		<u>Car#</u>	
30	Stock	51	Coach	22	Flat
31	Stock	52	Coach	23	Flat
32	Stock	53	Coach	24	Flat
33	Stock	54	Coach	25	Flat
34	Stock	55	Coach/Generator	26	Tunnel Car
40	Coach	56	Coach	27	Tunnel Car
41	Coach	57	Coach	28	Flat
42	Coach	58	Coach	39	Bilevel
43	Coach	59	Coach		
44	Coach	60	Coach		
45	Pie Car/Coach/Office	505	Coach		
46	Generator/Coach	38	Coach		
47	Coach	39	Coach		
48	Coach	19	Flat		
49	Coach	20	Flat		
50	Coach	21	Flat		

ANIMAL INVENTORY
March 1, 1982

Blue Unit:

<u>No.</u>	<u>Type</u>	<u>Sex</u>	<u>Approximate Age</u>
10	Asian Elephants	F	30-35 years
5	Asian Elephants	F	18-22 years
2	Asian Elephants	F	12 years
4	Asian Elephants	F	4-6 years
1	Bengal Tiger	F	7 years
2	Bengal Tigers	M	7 years
1	Bengal Tiger	F	14 years
1	Bengal Tiger	M	14 years
1	Bengal Tiger	F	12 years
1	Bengal Tiger	M	12 years
1	Bengal Tiger	F	5 years
2	Bengal Tigers	M	2 years
1	Siberian Tiger	M	2 years
1	Siberian Tiger	F	2 years
1	Dromedary Camel	M	16 years
1	Dromedary Camel	M	9 years
1	Dromedary Camel	F	11 years
4	Dromedary Camels	F	4-6 years
1	Bactrian Camel	F	7 years
1	Goat	M	1 year
15	Dogs--various breeds and ages		
1	Llama	M	9 years
1	Llama	F	1 year
2	Appaloosa Horses	G	17 years
2	Appaloosa Horses	G	10 years
3	Quarter Horses	G	11-15 years
3	Quarter Horses	G	5-9 years
1	Arabian Horse	G	16 years
1	Arabian Horse	G	12 years
2	Arabian Horses	G	6 years
3	Belgian Horses	G	5-7 years
1	Belgian Horse	G	19 years
2	Belgian Horses	G	14-15 years
5	Shetland Ponies	G	5-8 years
6	Shetland Ponies	F	3-5 years
3	Shetland Ponies	F	15-20 years
1	Shetland Pony	G	15 years
1	Shetland Pony	G	20 years
1	Miniature Pony	S	4 years
1	Mule	F	1 year

<u>No.</u>	<u>Type</u>	<u>Sex</u>	<u>Approximate Age</u>
<u>Red Unit:</u>			
6	Leopards	M	10 years
5	Leopards	F	10 years
2	Leopards	M	8 years
3	Leopards	F	8 years
1	Leopard	F	5 years
1	Leopard	M	4 years
2	Leopards	F	4 years
1	Leopard	M	5 years
1	Cougar	M	4 years
1	Cougar	F	4 years
1	Cougar	M	3 years
1	Bengal Tiger	M	16 years
2	Bengal Tigers	F	16 years
1	Bengal Tiger	F	13 years
1	Bengal Tiger	M	12 years
1	Bengal Tiger	M	11 years
1	Bengal Tiger	F	11 years
2	Bengal Tigers	F	10 years
2	Bengal Tigers	M	9 years
5	Bengal Tigers	M	6 years
2	Bengal Tigers	F	4 years
2	Siberian Tigers	M	2 years
2	Dromedary Camels	F	11 years
1	Llama	M	2 years
1	Asian Elephant	F	54 years
5	Asian Elephants	F	40 years
1	Asian Elephant	F	30 years
1	Asian Elephant	F	35 years
3	Asian Elephants	F	25 years
1	Asian Elephant	F	20 years
1	Asian Elephant	F	22 years
1	Asian Elephant	F	6 years
1	Asian Elephant	F	4 years
1	African Elephant	F	35 years
1	African Elephant	F	12 years
2	African Elephants	F	4 years
1	Giraffe	M	2 years
4	African Lions	F	4-7 months
1	African Lion	M	7 months
1	Goat	F	6 months

<u>No.</u>	<u>Type</u>	<u>Sex</u>	<u>Approximate Age</u>
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Red Unit (continued):

12	Lipizzan Horses	S	5-8 years
2	Arabian Horses	S	9-10 years
11	Arabian Horses	G	6-8 years
2	Quarter Horses	G	16-17 years
1	Shetland Pony	S	20 years
1	Shetland Pony	G	18 years
1	Shetland Pony	G	12 years
1	Shetland Pony	F	13 years
1	Mule	G	10 years

Winter Quarters:

1	Bengal Tiger	M	12 years
2	Bengal Tigers	M	8 years
1	Bengal Tiger	M	6 years
2	Bengal Tigers	M	9 years
2	Bengal Tigers	M	3 years
1	Bengal Tiger	F	10 years

1	Gorilla	M	14 years	On Loan to Noel's Chimp Farm
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In addition, several horses, ponies and mixed burros are retired and/or boarded at Winter Quarters from time to time.

Circus World:

1	Asian Elephant	F	12 years
1	Asian Elephant	F	31 years
1	Asian Elephant	F	24 years
1	Asian Elephant	F	22 years
1	Asian Elephant	F	20 years
1	Asian Elephant	F	17 years
1	Asian Elephant	F	59 years
1	Asian Elephant	M	20 years
1	Asian Elephant	M	16 years
1	Asian Elephant	M	11 years
1	African Elephant	F	14 years
1	African Elephant	M	13 years

RINGLING BROS. - BARNUM & BAILEY COMBINED SHOWS, INC.

ITINERARY THRU JUNE 1, 1982

Red Unit

Charlotte, North Carolina	March 16-21
Knoxville, Tennessee	March 23-28
Cincinnati, Ohio	March 30-April 4
Washington, D.C.	April 6-18
Huntington, West Virginia	April 20-21
Charleston, West Virginia	April 23-25
Binghamton, New York	April 27-May 2
Rochester, New York	May 4-9
Hartford, Connecticut	May 11-16
New Haven, Connecticut	May 18-23
Providence, Rhode Island	May 25-31

Blue Unit

Baltimore, Maryland	March 16-18
New York City, New York	March 31-May 31

TANGIBLE PERSONAL ASSETS OF ICE SHOWS

Equipment

Silver Unit (on tour)

Disney Unit (on tour)

Knoxville

Vehicles

Silver Unit (on tour)

Disney Unit (on tour)

Knoxville

Costumes

Silver Unit (on tour)

Disney Unit (on tour)

Props

Silver Unit (on tour)

Disney Unit (on tour)

Ice Floors

(1) Fruehauf Trailer
108 Shrevsbury Road
Jefferson, La. 70121

(1) Memorial Coliseum
402 W. Shoreline
Corpus Christi, Tx.

(2) American Pyrotechnics
Route 2
P.O. Box 78
Llamo, Ca.
(near Palmdale)

Compressors

(1) Fruehauf Trailer
908 Shrevsbury Road
Jefferson, La. 70121

TANGIBLE PERSONAL ASSETS OF ICE

(Continued)

- (1) Memorial Coliseum**
402 W. Shoreline
Corpus Christi, Tx.
- (1) Anchor Frame & Axle, Co.**
280 35th Street
Marion, Ia. 52302

(see attached itineraries for the location of unit property)

ICE FOLLIES & HOLIDAY ON ICE, INC.

ITINERARY THRU JUNE 1, 1982

Disney Unit

Pittsburgh, Pennsylvania	March 16-21
Bloomington, Minnesota	March 24-April 4
Dayton, Ohio	April 7-11
Tulsa, Oklahoma	April 14-18
St. Petersburg, Florida	April 21-28
Miami Beach, Florida	April 20-May 9
West Palm Beach, Florida	May 11-16

Silver Unit

Corpus Christi, Texas	March 16-21
Houston, Texas	March 23-28
New Orleans, Louisiana	March 31-April 4
San Antonio, Texas	April 6-11

REAL ESTATE

1. See description of leases listed in Schedule 1.
2. Lease of approximately 1820 square feet of office space at 3 Dunwood Park, Atlanta, Georgia which runs through August 31, 1984 and is terminable by Ringling Bros. as of September 1, 1982.
3. Lease of office space known as Suite 801-02 at 9229 Sunset Boulevard, Los Angeles, California which runs through January 31, 1985.
4. Lease of approximately 26,800 square feet of storage and office space at Camel Manufacturing Co., Route 29, Knoxville, Tennessee which runs through January 31, 1983.
5. Lease of premises known as 6050 Porter Road, Sarasota, Florida for use as a prop shop which runs through April 30, 1983.
6. Miscellaneous short-term leases of warehouse space in *Florida* and a month - to - month lease of office space in *New York City*.